Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

## Filing at a Glance

Company: Genworth Life Insurance Company

Product Name: TLCA # 2 (SPDAPLTC 1108, SERFF Tr Num: GEFA-126023303 State: ArkansasLH

SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108, 44933 TLCA Suit 1108, 44933 TLCA

Rate D 1108)

TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 41477

Variable

Sub-TOI: A02I.003 Single Premium Co Tr Num: SPDAPLTC 1108 State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Brenda Bond, Ronald Disposition Date: 02/12/2009

Jackson

Date Submitted: 02/06/2009 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

#### **General Information**

Project Name: TLCA #2 Status of Filing in Domicile: Pending

Project Number: SPDAPLTC 1108, ET AL

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Overall Rate Impact: Group Market Type:

Filing Status Changed: 02/12/2009 Explanation for Other Group Market Type:

State Status Changed: 02/12/2009

Deemer Date: Corresponding Filing Tracking Number:

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

Filing Description:

Genworth Life Insurance Company

NAIC #: 4011-70025 FEIN #: 91-6027719

SPDAPLTC 1108, Individual Single Premium Deferred Annuity Policy

SPDARLTC 1108, Rider for Long-Term Care Services

44933 TLCA Ap1 FW24 1108, Total Living Coverage Annuity Application for Insurance Part I

44933 TLCA Ap2 FW 1108, Total Living Coverage Annuity Application for Insurance Part II

44933 TLCA OC 1108, Long Term Care Insurance Outline of Coverage

44933 TLCA Suit 1108, Long Term Care Insurance Personal Worksheet

44933 TLCA Rate D 1108, SPDA-Long Term Care Insurance Potential Rate Increase Disclosure Form

We are submitting the referenced forms for your review and approval. The forms are new and do not replace any previously approved forms. All forms were filed in our domicile state of Delaware on January 13, 2009.

The forms are being filed on a general use basis and will be marketed in the individual life market by our licensed agents. The forms will be marketed on an illustrated basis. The issue ages for the forms are 18 – 85 years inclusive.

SPDAPLTC 1108 - Individual Single Premium Deferred Annuity Policy

This is a single premium deferred annuity policy. The sample policy includes the Schedule, which has been drafted in "John Doe" fashion.

SPDARLTC 1108 - Rider for Long Term Care Services

This is an individual long-term care insurance rider. This rider is not an optional rider and will be sold and issued with the policy. The rider provides for withdrawals from the Annuity Value without surrender charge for reimbursement to the owner of covered long-term care expenses. This coverage continues until both the Rider Coverage Maximum and Annuity Value are exhausted. Rider plans provide Coverage Maximums equal to or a multiple of the Annuity Value and may be issued with the right to change between plans while coverage is in force. The monthly charge for this rider is based on the plan design and is deducted on a monthly basis. At Issue, 3% inflation protection is included when the

 SERFF Tracking Number:
 GEFA-126023303
 State:
 Arkansas

 Filing Company:
 Genworth Life Insurance Company
 State Tracking Number:
 41477

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

Coverage Maximum equals the Contract Value and 3% and 5% inflation protection is available, at an additional rider charge, for other plans.

#### 44933 TLCA Ap1 FW24 1108 – Application Part I

This is the application that will be used with policy form SPDAPLTC 1108 in conjunction with application form 44933 TLCA Ap2 FW 1108. The form is also intended for use with similarly approved policy forms.

#### 44933 TLCA Ap2 FW 1108 - Application Part II

This is the application that will be used with policy form SPDAPLTC 1108 in conjunction with application form 44933 TLCA Ap1 FW24 1108. The form is also intended for use with similarly approved policy forms.

Both applications will be used in printed format, electronic format or over the telephone. In the electronic format and telephone format, the agent will either use a pen-based signature pad, PIN numbers, or any other valid electronic signature method. You have our assurance that appropriate encryption standards have been implemented to prohibit alteration of the application after the applicant has signed it.

#### 44933 TLCA OC 1108 - Outline of Coverage (LTC)

This is the outline of coverage for form SPDARLTC 1108, Rider for Long Term Care Services. The outline of coverage form will be provided to the applicant prior to application.

#### 44933 TLCA Suit 1108, Long Term Care Insurance Personal Worksheet

This is the suitability form that will be used at time of application with the policy in relation to benefits for long term care services. The form is also intended for use with similarly approved policy forms.

44933 TLCA Rate D 1108 – SPDA-Long Term Care Insurance Potential Rate Increase Disclosure Form

This is the disclosure that will be used with this product at time of application. The disclosure form will be given to the applicant at time of application. The form is also intended for use with similarly approved policy forms.

Except for variable data, the forms are in final printed form, produced via laser print. Variable text includes the policy's schedule pages, table of contents, Company's addresses and phone numbers, and other duly bracketed text. Variable

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

text will never include amounts or text that is contrary to the state's insurance laws. A Statement of Variability is enclosed.

The forms are submitted in final printed format except for slight font and formatting variations that may occur due to the Company's production printers. Further, the Company reserves the right to change the font and format of the forms, colors, logos, and paper type. Distribution and access may also be via hard copy or electronic media. In all cases, the forms will meet or exceed the minimum standards of your applicable state insurance form readability requirements.

The Actuarial Memorandums and Rates are also enclosed.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If there are any questions, please contact me using the information provided below.

Sincerely,

Ronald N. Jackson, Sr. Contract Analyst Email: ronald.jackson@genworth.com

Phone #: (804) 289-6725

Fax #: (804) 281-6916 or (804) 289-3617

# **Company and Contact**

#### **Filing Contact Information**

Ronald N. Jackson, Contract Analyst ronald.jackson@genworth.com

Product Compliance (804) 289-6725 [Phone] Richmond, VA 23261-7601 (804) 281-6916[FAX]

**Filing Company Information** 

Genworth Life Insurance Company CoCode: 70025 State of Domicile: Delaware 6610 W Broad Street Group Code: 350 Company Type: LifeHealth &

 SERFF Tracking Number:
 GEFA-126023303
 State:
 Arkansas

 Filing Company:
 Genworth Life Insurance Company
 State Tracking Number:
 41477

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

Annuity

Richmond, VA 23230 Group Name: State ID Number:

(804) 281-6600 ext. [Phone] FEIN Number: 91-6027719

-----

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

Yes

## **Filing Fees**

Retaliatory?

Fee Required? Yes Fee Amount: \$400.00

Fee Explanation: 7 forms & 1 Rate x \$50 each (retaliatory fee based on filing fee for DE, our state of domicile).

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Genworth Life Insurance Company \$400.00 02/06/2009 25569019

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

# **Correspondence Summary**

#### **Dispositions**

StatusCreated ByCreated OnDate SubmittedApproved-Linda Bird02/12/200902/12/2009

Closed

**Objection Letters and Response Letters** 

**Objection Letters Response Letters Status Created By** Created On Date Submitted Responded By **Created On Date Submitted** Linda Bird Ronald Jackson Pending 02/10/2009 02/10/2009 02/10/2009 02/12/2009 Industry Response

 SERFF Tracking Number:
 GEFA-126023303
 State:
 Arkansas

 Filing Company:
 Genworth Life Insurance Company
 State Tracking Number:
 41477

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

# **Disposition**

Disposition Date: 02/12/2009

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 GEFA-126023303
 State:
 Arkansas

 Filing Company:
 Genworth Life Insurance Company
 State Tracking Number:
 41477

Company Tracking Number: SPDAPLTC 1108

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Compliance Certification		Yes
Supporting Document	Fraud Warnings disclosure		Yes
Supporting Document	Variability Certification		Yes
Supporting Document	Contract Summary		Yes
Form	Individual Single Premium Deferred Annuity Policy		Yes
Form	Rider for Long Term Care Services		Yes
Form (revised)	Total Living Coverage Annuity Application for Insurance Part I	1	Yes
Form	Total Living Coverage Annuity Application for Insurance Part I	Replaced	Yes
Form (revised)	Total Living Coverage Annuity Application for Insurance Part II	1	Yes
Form	Total Living Coverage Annuity Application for Insurance Part II	Replaced	Yes
Form	Long Term Care Insurance Outline of Coverage		Yes
Form	Long Term Care Insurance Personal Worksheet		Yes
Form	SPDA-Long Term Care Insurance Potential Rate Increase Disclosure Form		Yes

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

### **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 02/10/2009 Submitted Date 02/10/2009

Respond By Date

Dear Ronald N. Jackson,

This will acknowledge receipt of the captioned filing.

#### Objection 1

- Total Living Coverage Annuity Application for Insurance Part I (Form)
- Total Living Coverage Annuity Application for Insurance Part II (Form)

Comment: Ark. Code Ann. 23-66-503(a) requires a statement in an application substantially the same as that included in the statute.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 02/10/2009 Submitted Date 02/12/2009

Dear Linda Bird,

#### **Comments:**

Pursuant to the Problem Report dated 2/10 and in compliance with Ark. Code Ann. 23-66-503(a):

#### Response 1

Comments: We are attaching the correct version of the applications. The submitted versions were inadvertently attached to this submission. Please note the form numbers previously referenced on the Form Schedule tab are correct. The fraud language appearing on the last page of each application is substantially similar to the language required by Arkansas statute.

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

If there are any questions, please contact me using the information provided below.

#### **Related Objection 1**

Applies To:

- Total Living Coverage Annuity Application for Insurance Part I (Form)
- Total Living Coverage Annuity Application for Insurance Part II (Form)

#### Comment:

Ark. Code Ann. 23-66-503(a) requires a statement in an application substantially the same as that included in the statute.

#### **Changed Items:**

No Supporting Documents changed.

#### Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	Attach
	Number	Date			Specific Data	Score	Document
Total Living Coverage	44933		Application/Enrollment	Initial		51	44933TLC
Annuity Application for	TLCA Ap	1	Form				A1FW241
Insurance Part I	FW24						108_1101
	1108						08_statefil
							e.pdf
Previous Version							
Total Living Coverage	44933		Application/Enrollment	Initial		51	44933TLC
Annuity Application for	TLCA Ap	1	Form				AAp11108
Insurance Part I	FW24						_110108_
	1108						statefile.p
							df
Total Living Coverage	44933		Application/Enrollment	Initial		51	44933TLC
Annuity Application for	TLCA Ap	2	Form				AAp2FW1
Insurance Part II	FW 1108						108_1101
							08_statefil

SERFF Tracking Number: GEFA-126023303 State: Arkansas

Filing Company: Genworth Life Insurance Company State Tracking Number: 41477

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

e.pdf

**Previous Version** 

Total Living Coverage 44933 Application/Enrollment Initial 51 44933TLC

Annuity Application for TLCA Ap2 Form AAp21108

Insurance Part II FW 1108 \_\_\_110108\_

statefile.p

df

 SERFF Tracking Number:
 GEFA-126023303
 State:
 Arkansas

 Filing Company:
 Genworth Life Insurance Company
 State Tracking Number:
 41477

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

No Rate/Rule Schedule items changed.

#### Sincerely,

Ronald N. Jackson, Sr. Contract Analyst Email: ronald.jackson@genworth.com

Phone #: (804) 289-6725

Fax #: (804) 281-6916 or (804) 289-3617

Sincerely,

Brenda Bond, Ronald Jackson

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

#### Form Schedule

Lead Form Number: SPDAPLTC 1108

Review	Form	Form Type	Form Name	Action	Action Specific	Readability	Attachment
Status	Number				Data		
	SPDAPLTO	CPolicy/Cont	Individual Single	Initial		57	SPDAPLTC
	1108	ract/Fraterr	Premium Deferred				1108 .pdf
		al	Annuity Policy				
		Certificate					
	SPDARLT	Policy/Cont	Rider for Long Term	Initial		52	SPDARLTC
	C 1108	ract/Fraterr	Care Services				1108.pdf
		al					
		Certificate:					
		Amendmen	1				
		t, Insert					
		Page,					
		Endorseme	<b>;</b>				
		nt or Rider					
	44933	Application	/Total Living	Initial		51	44933TLCA1
	TLCA Ap1	Enrollment	Coverage Annuity				FW241108_1
	FW24 1108	3 Form	Application for				10108_statefil
			Insurance Part I				e.pdf
	44933	Application	Total Living	Initial		51	44933TLCAA
	TLCA Ap2	Enrollment	Coverage Annuity				p2FW1108_1
	FW 1108	Form	Application for				10108_statefil
			Insurance Part II				e.pdf
	44933	Outline of	Long Term Care	Initial		53	44933 OC
	TLCA OC	Coverage	Insurance Outline of				TLCA1108_g
	1108		Coverage				eneric.pdf
	44933	Other	Long Term Care	Initial		72	44933TLCAS
	TLCA Suit		Insurance Personal				uit1108_1101
	1108		Worksheet				08_preprint.p
							df
	44833	Other	SPDA-Long Term	Initial		55	44933TLCAR
	TLCA Rate		Care Insurance				ateD1108_pre

 SERFF Tracking Number:
 GEFA-126023303
 State:
 Arkansas

 Filing Company:
 Genworth Life Insurance Company
 State Tracking Number:
 41477

Company Tracking Number: SPDAPLTC 1108

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium

Variable

Product Name: TLCA # 2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

D 1108 Potential Rate print.pdf

Increase Disclosure

Form

# Genworth Life Insurance Company

Home Office: [6610 West Broad Street, Richmond, VA 23230]

A Stock Company
State of Domicile: Delaware
Service Center Address: [3100 Albert Lankford Drive, Lynchburg, Virginia 24501]
[P. O. Box 461, Lynchburg, VA 24505-0461]
Service Center Phone: [1-888-325-5433]

# INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY POLICY

This Policy is a legal contract between "You" (an Owner) and "Us" (the Company). We agree to make Income Payments beginning on the Annuity Date. Please read Your Policy carefully for benefits and restrictions.

**Right to Examine:** You may return this Policy to Our Service Center within 30 days after its receipt for a refund of the Single Premium less any previous withdrawals. If You do, We will treat the Policy as if it had never been issued.

Information concerning Your benefits and provisions may be obtained at any time by writing to Our Service Center.

For Genworth Life Insurance Company

President

Yamelu S Schul

Secretary

INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY POLICY NONPARTICIPATING STOCK COMPANY

# **TABLE OF CONTENTS**

Policy Data Pages	
Definitions	۷
General Provisions	
Owner, Annuitant, Beneficiary and Payee	7
Premium Payment	
Crediting Interest	
Annuity Values	g
Death Benefit	11
Monthly Income Benefit	14
Optional Payment Plans	
Copy of the Application for this Policy	Attached
Any Riders, Endorsements, Amendments, Notices and other	
Documents for this Policy	Attached
•	

#### **Policy Data Pages**

**Owner Information** 

Owner: [Bill Doe]

[Joint Owner:] [ Jane Doe]

**Annuitant Information** 

Annuitant: [John Doe]
Gender: [Male]
Issue Age: [35]

**Policy Number:** [000000000]

Policy Type: [Non-Qualified Deferred Annuity]

**Effective Date:** [March 1, 2009] **Annuity Commencement Date:** [March 1, 2065]

**Single Premium:** [\$75,000.00]

Premium Bonus Credit: [ \$750.00][Not Applicable]

**Minimums and Maximums:** 

Maximum Single Premium: [\$999,999.99]
Maximum Cumulative Premium Payment: [\$2,000,000.00]
Minimum Annuity Value Requirement: [Annuity Value after the withdrawal not less than \$25,000.00]

**Guarantee Terms:** 

Initial Guarantee Term: [1 Year]
Renewal Guarantee Term: [1 Year]

**Interest Rates**: (effective annual rates)

Initial Base Interest Rate: [4.00%]

[Initial Additional Interest Rate:]

[For First Policy Year of Initial Guaranteed Term:] [0.00%]
[For Remaining Period of Initial Term:] [0.00%]

Minimum Guaranteed Interest Rate: [3.00%]

**Annuity Policy Charges:** 

Premium Tax Rate: [0.00%]
Monthly Policy Fee: [\$0.00]
Premium Expense Charge: [0.0%]

Withdrawals:

Minimum Withdrawal Amount: [\$500]
Free Withdrawal Percentage: [10%]

If You have a question, would like to obtain information about Your Policy, or if You need assistance resolving a complaint, please contact Your sales representative or call Our Service Center at the toll free number on the top of the first page of this Annuity Policy.

# **Policy Data Pages**

# **Policy Number [000000000]**

## **Table of Surrender Charges**

Number of Elapsed Policy Years Before Surrender or Withdrawal	Surrender Charge as a Percentage of Amount Surrendered or Withdrawn				
[Less than 1	9%]				
[1 but less than 2	8%]				
[2 but less than 3	7%]				
3 but less than 4	6%]				
4 but less than 5	5%]				
5 but less than 6	4%]				
[6 but less than 7	3%]				
7 but less than 8	2%]				
8 but less than 9	1%]				
[Thereafter	0%]				

#### **Policy Data Pages**

#### **Policy Number [000000000]**

# Guaranteed Table of Values Single Premium \$[75,000.00]

Policy Year		Annuity Value	A	nnuity Surrender Value
[1	\$	78,000	\$	73,065
2	\$	80,340	\$	75,262
2 3	*****************	82,750	****	77,520
4	\$	85,233	\$	80,615
5	\$	87,790	\$	83,826
6	\$	90,423	\$	87,158
7	\$	93,136	\$	90,613
8	\$	95,930	\$	95,930
9	\$	98,808	\$	98,808
10	\$	101,772	\$	101,772
11	\$	104,825	\$	104,825
12	\$	107,970	\$	107,970
13	\$	111,209	\$	111,209
14	\$	114,546	\$	114,546
15	\$	117,982	\$	117,982
16	\$	121,521	\$	121,521
17	\$	125,167	\$	125,167
18	\$	128,922	\$	128,922
19	\$	132,790	\$	132,790
20	\$	136,773	\$	136,773
Ages				
60	\$	158,558	\$	158,558
65	\$	183,812	\$	183,812
70	\$ \$ \$ \$	213,089	\$ \$ \$ \$ \$	213,089
75	\$	213,089	\$	213,089
95	\$	247,028	\$	247,028]

Values shown assume that the Single Premium was received, and any Premium Bonus was credited, on the Effective Date. They are as of the end of each Policy Year and assume that there are no withdrawals.

The Annuity Surrender Value reflects the free withdrawal amount as described by the Annuity Policy and does not include a deduction for premium taxes, if applicable.

Values are based on the interest rate(s) for the Initial Guarantee Term as shown on the Policy Data Pages and the Minimum Guaranteed Interest Rate thereafter. The actual interest credited will be reported to the Owner at least once each Policy Year on a statement of values.

#### **DEFINITIONS**

**Additional Interest Rate** - An interest rate that We may declare for a minimum period of 12 months that is in addition to the Base Interest Rate.

**Annuitant** - The person, as shown on the Policy Data Pages, whose gender at birth and age are used to determine the amount of the payments on the Annuity Date.

**Annuity Commencement Date** - The date shown on the Policy Data Pages. While the Annuitant is living, this date is the later of: the Annuitant's Attained Age 95 and 10 years from the Effective Date.

**Annuity Date** - The date for which monthly income benefits are calculated or the date Annuity Surrender Value proceeds are applied to an Optional Payment Plan. The Annuity Date must be at least thirteen months after the Effective Date and at least one month prior to the date the monthly income benefits begin.

**Annuity Policy** - This Annuity Policy excluding any rider(s) that may be attached.

**Annuity Surrender Value** - The Annuity Value less any surrender charge and any premium tax applicable.

**Annuity Value** - The amount in Your Annuity Policy on any specific day prior to the Annuity Date.

**Attained Age** - The Issue Age shown in the Policy Data Pages plus the number of whole years elapsed from the Effective Date.

**Base Interest Rate** - The interest rate We declare for each Guarantee Term.

**Beneficiary** - Person or entity named in the Application or as subsequently changed by an Owner to receive a death benefit.

**Contingent Beneficiary** - Person or entity named in the Application or as subsequently changed by the Owner to receive a death benefit if no Beneficiary is living.

**Effective Date** - The date the Annuity Policy is issued and becomes effective. The Effective Date is shown on the Policy Data Pages.

Guarantee Term - The number of years for which each Base Interest Rate is declared.

**Income Payment** - One of a series of payments made under an Optional Payment Plan or the monthly income benefit as provided in this Annuity Policy.

**Issue Age -** The Annuitant's age in full years on the Effective Date. The Issue Age is shown in the Policy Data Pages.

**Joint Owner** - The person named in the Application or as subsequently changed by an Owner. The Joint Owner has an undivided interest in the Policy with the same ownership rights as the Owner.

**Optional Payment Plan** - A plan where some or all of a death benefit or Annuity Surrender Value is applied to provide Income Payments to a Payee.

**Owner** - The person or entity designated in the Application or as subsequently changed by an Owner. If the Owner is not a natural person, no other person or entity can be an Owner or Joint Owner of this Policy. This person or entity is entitled to exercise the ownership rights stated in the Policy. Any reference to an Owner will also apply to any Joint Owner unless the context otherwise requires.

Payee - The person or entity who receives Income Payments.

**Policy** - This Annuity Policy and any attached Riders, endorsements, amendments, and Applications are the entire Policy.

**Policy Year** - A one-year period of time beginning on the Effective Date and ending on the day before the anniversary of the Effective Date, and each one-year period thereafter.

**Premium Bonus Credit** - The amount, if any, which is added, as a credit, to the Annuity Value on the Effective Date.

**Restricted Beneficiary Payout Designation** - Your designation of the method of payment of death proceeds under the Policy in accordance with the Restricted Beneficiary Payout Designation provision.

**Service Center** - Our Service Center located at the address shown on the Annuity Policy cover page.

**Settlement Age** - The Annuitant's age as of his or her last birthday on the date Income Payments are calculated, minus an age adjustment from the Maximum Age Adjustment Table if applicable. A Settlement Age is determined for each annuitant.

**Single Premium** - The payment received by Us, as shown in the Policy Data Pages, and applied to this Policy. All payments must be received in United States dollars.

We, Us, Our and the Company - Refer to the Company as indicated on the cover of the Annuity Policy.

You, Your, and Yours - Refer to the Owner and the Joint Owner if named.

#### **GENERAL PROVISIONS**

#### **Entire Policy**

The Annuity Policy and any attached Riders, endorsements, amendments, and Applications are the entire Policy. The Application is evidenced by the copy that was attached to the Policy at issue or delivery and includes any subsequent Applications submitted to Us and any amendments to the Application. Any subsequent Application will be evidenced by the copy sent to the Owner for attachment to the Policy following Our approval. For purposes of this provision, any Applications sent to the Owner will be considered to have been attached to the Policy at issue or delivery. An agent cannot change the Policy. Any change to the Policy must be in writing and approved by Us. Only an authorized officer of the Company can give Our approval. READ THIS POLICY CAREFULLY.

#### **Income Tax Qualification**

This Annuity Policy is intended to qualify for tax treatment under Section 72 of the Internal Revenue Code of 1986 as amended (the "Code"). The Annuity Policy provisions will be interpreted with this intent. We reserve the right to amend this Annuity Policy as needed to maintain its tax status under the Code. We will send You a copy of any amendment.

#### Statement of Values

At least once each Policy Year, We will send You an Annuity Policy statement. The statement will be mailed within 30 days of the statement date. All values and benefits available from this Annuity Policy are at least equal to those required by the laws of the state in which the Annuity Policy is delivered. You are responsible for verifying the information on the statements and notifying Us of any errors within 30 days of its receipt.

#### **Minimum Benefits**

Any benefits provided under this Annuity Policy will not be less than the minimum benefits required by the laws of the state in which the Annuity Policy is issued.

#### Evidence of Death, Age, Gender, Marital Status or Survival

We will require proof of death, age, gender, marital status, or survival and other documentation satisfactory to Us before We act on Annuity Policy provisions relating to the death of any person(s), or those provisions that are dependent upon age, gender, marital status or survival.

#### Incontestability

Except as provided by any attached rider, this Annuity Policy will not be contested.

#### Misstatement of Age or Gender

If any person's age or gender is misstated, any Annuity Policy benefits or proceeds will be determined using the correct age and gender. If any overpayments have been made, future payments will be adjusted. Any underpayments will be paid in full.

#### **Premium Tax**

Premium tax rates and rules vary by state and may change. We reserve the right to deduct any such tax either from Your Single Premium payment when received or from benefits when later paid. Benefits include payments resulting from surrender, withdrawal, any rider benefits, Income Payments and death. The premium tax rate for the Single Premium is shown on the Policy Data Pages and is the rate applicable on the Effective Date in the state in which the Policy was delivered.

#### **Nonparticipating**

This Annuity Policy is nonparticipating. It does not share in Our profits or surplus. No dividends are payable.

#### **Written Notice**

All written notices including proof of death must be sent to Our Service Center in a form satisfactory to Us. All notices must include Your name and the Policy Number. We will not be responsible for any actions taken prior to Our receipt of a valid change request. We will send all correspondence relating to Your Policy to the Owner's (and not the Joint Owner's) last known address.

#### OWNER, ANNUITANT, BENEFICIARY AND PAYEE PROVISION

#### **Owner**

An Owner may surrender the Policy and amend or modify the Policy with Our consent. Subject to the Changing the Named Parties provision, an Owner may exercise all other rights and benefits granted under this Policy.

#### **Joint Owner**

A Joint Owner may be named if agreed upon by Us. The Joint Owner has an undivided interest in the Policy with the same ownership rights as the Owner. Either the Owner or any Joint Owner may act independently without the consent of the other. The Joint Owner and the Owner share ownership equally with the right of survivorship. If either the Owner or Joint Owner dies, the decedent's interest in the Policy will pass to the survivor, subject to the Death Benefit provisions in this Annuity Policy.

Other forms of shared ownership are available if agreed upon by Us.

#### Annuitant

An Annuitant must be named and may be a person other than the Owner if agreed upon by Us. The Annuitant is the person whose age and gender determine the amount of Income Payments on the Annuity Date. If the Annuitant dies before the Annuity Date and the Owner and Annuitant are different individuals, the Owner, not the Joint Owner, will become the new Annuitant. Otherwise, the Annuitant may not be changed.

#### **Beneficiary**

One or more Beneficiaries or Contingent Beneficiaries can be named in an application for this Policy or by sending a written notice to Our Service Center. Disposition of the Annuity Policy upon Your death is described in the Death Benefit section.

#### **Trust as Owner or Beneficiary**

If a trust is named as the Owner or Beneficiary of this Policy and subsequently exercises ownership rights or claims benefits under the Policy, We will have no obligation to verify that a trust is in effect. We will have no obligation to verify that the trustee is acting within the scope of his/her authority. Payment of any benefits to the trustee or trust will release Us from all obligations under the Policy to the extent of the payment. When We make a payment, We will have no obligation to ensure that such payment is applied according to the terms of the trust agreement.

#### **Payee**

The person or entity who receives Income Payments.

#### **Changing the Named Parties**

Both the Owner and any Joint Owner must sign a request for a change in ownership prior to the Annuity Date. Any change of ownership may cause a taxable event. You may change the Beneficiary and Contingent Beneficiary at any time prior to the Annuity Date, unless such designations were irrevocable. If a Beneficiary designation was indicated as irrevocable then such designation cannot be changed or revoked without such Beneficiary's written consent. You may change the Payee with Our consent.

Any change to a named party may be made by sending written notice, in a form satisfactory to Us, to Our Service Center. Upon receipt and recording, the change will take effect as of the date the written notice was signed, whether or not You are living at the time of receipt. The change will take effect without further liability as to any payment or settlement made by Us before such change is recorded at Our Service Center.

The new owner or any new joint owner is subject to the terms and conditions of the Policy and the new owner or new joint owner must be acceptable to Us.

#### **Assignment**

This Policy may not be assigned as collateral or security for a loan. Partial or absolute assignments of interest in this Policy to another person or entity are not permitted.

#### **Exercising any Ownership Rights**

To exercise any ownership rights, You must send a written notice to Our Service Center in a form acceptable to Us.

#### PREMIUM PAYMENT

#### Single Premium

Your Single Premium, which is shown on the Policy Data Pages, established this Policy. The Effective Date and the Single Premium You paid for this Policy will be confirmed by Us in writing.

This Annuity Policy will continue until all values are distributed or as otherwise provided by rider.

#### **Single Premium Limitations**

The Single Premium may be made in any amount, subject to the limitations stated below. We reserve the right to not accept any premium payment that would cause the total of all premium payments under all annuity and life insurance policies issued by Us or one of Our affiliated companies on the life of any one owner, or annuitant if any owner is an entity, to exceed the Maximum Cumulative Premium Payment as shown on the Policy Data Pages. The Maximum Single Premium is shown on the Policy Data Pages. We reserve the right to not accept a Single Premium over the Maximum Single Premium.

If the Single Premium is received in multiple tax-deferred transactions, We reserve the right not to accept any amount received after 60 days from the date You applied for this Policy.

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#### **CREDITING INTEREST**

#### Interest

We will credit interest to the Annuity Value at rates We declare periodically. Interest is compounded annually and credited monthly.

#### **Minimum Guaranteed Interest Rate**

The interest rate We credit to the Annuity Policy will never be less than the Minimum Guaranteed Interest Rate shown on the Policy Data Pages. In no event will the Minimum Guaranteed Interest Rate be less than the minimum required by the laws of the state in which the Policy is delivered.

#### **Initial Base Interest Rate**

The Annuity Value will be credited with a Base Interest Rate. The Initial Base Interest Rate is shown on the Policy Data Pages.

#### **Additional Interest Rate**

We may from time to time credit an Additional Interest Rate(s). The interest rate credited under the Annuity Policy will be the Base Interest Rate plus the Additional Interest Rate, if any. Additional interest may be declared solely at Our discretion based upon certain factors such as the age of the Annuity Policy, the size of the Annuity Policy, or duration of the Guarantee Term. If applicable, the Initial Additional Interest Rate for Your Single Premium on the Effective Date of this Policy and the period of time for which it applies are shown on the Policy Data Pages.

#### **Guarantee Terms**

The Guarantee Term is the number of years for which a Base Interest Rate is guaranteed. At the end of each Guarantee Term, a renewal Guarantee Term will automatically begin. A renewal Base Interest Rate will be declared for each renewal Guarantee Term. The initial and renewal Guarantee Terms are shown on the Policy Data Pages.

#### **ANNUITY VALUES**

#### **Annuity Value**

The Annuity Value on any day is equal to:

- (1) the Single Premium reduced by any Premium Expense Charge; plus
- (2) any Premium Bonus; plus
- (3) interest credited; minus
- (4) the sum of withdrawals (including any applicable surrender charges and amounts applied toward an Optional Payment Plan); minus
- (5) any rider charges; minus
- (6) Monthly Policy Fees, if any; minus
- (7) any premium tax as applicable.

#### Surrender Charge

Any amount withdrawn or surrendered may be subject to a surrender charge. The surrender charge is the surrender charge percentage of the amount withdrawn or surrendered that is subject to a surrender charge. The applicable percentage is shown in the Table of Surrender Charges on the Policy Data Pages.

#### Surrender

You may surrender this Policy by sending it and a written notice, in a form satisfactory to Us, to Our Service Center. We must receive the request before the Annuity Date. The amount payable is the Annuity Surrender Value as of the date We process the request.

#### Withdrawal

You may take a withdrawal from the Annuity Value before the Annuity Date. The amount of the withdrawal must be at least the Minimum Withdrawal Amount as specified on the Policy Data Pages. The amount payable will be the amount of the withdrawal, less any surrender charge and any premium tax as of the date We process Your request.

The Minimum Annuity Value required after the withdrawal is shown on the Policy Data Pages. This amount must remain in Your Annuity Policy after any withdrawal is made. Any withdrawal that would cause this minimum not to be satisfied will not be allowed.

#### Free Withdrawal

The maximum amount that can be withdrawn without a surrender charge in the first Policy Year is the Free Withdrawal Percentage of the Single Premium less any Premium Expense Charge. The maximum amount that can be withdrawn without a surrender charge in any Policy Year after the first is the Free Withdrawal Percentage of the Annuity Value as of the end of the prior Policy Year. The maximum amount is not cumulative from one Policy Year to the next. Any amount requested for withdrawal must be at least the Minimum Withdrawal Amount. The Policy Data Pages show the Minimum Withdrawal Amount and the Free Withdrawal Percentage. If this Policy is surrendered, the amount that can be withdrawn without a surrender charge will never be more than the current Annuity Value.

#### **Postponement of Payments**

We reserve the right to postpone payment of any withdrawal or surrender for up to six months. We will not postpone payment if We are required by law to pay earlier.

We have the right to postpone payment that is derived from any amount recently paid to Us by check or draft. We will make payment when We are satisfied the check or draft has been paid by the bank on which it is drawn.

#### DEATH BENEFIT

#### **Designated Beneficiary When Death Of Owner Occurs Before Annuity Date**

At the first death of:

- 1) an Owner; or
- 2) the Annuitant if the Owner is an entity that the Code classifies as not a natural person;

The Designated Beneficiary is all members of the class first listed below having a member alive or in existence on the date of that death:

- 1) an Owner:
- 2) Beneficiary named by You;
- 3) Contingent Beneficiary named by You: or
- 4) estate(s) of an Owner.

All surviving Owners will be the Designated Beneficiaries of this Annuity Policy, without regard to any Beneficiary selections made by You.

If You named one or more Beneficiaries, any death benefit will be paid in equal shares to those Beneficiaries surviving the deceased person, unless You have requested otherwise. If no Beneficiaries survive the deceased person and You named one or more Contingent Beneficiaries, any death benefit will be paid in equal shares to those Contingent Beneficiaries surviving the deceased person, unless You request otherwise.

#### **Restricted Beneficiary Payout Designation**

When You are both an Owner and the Annuitant, You may, by providing Written Notice in a manner acceptable to Us, choose the method of payment of death proceeds under the Policy by selecting any Payment Choice, including any Optional Payment Plan, that the Designated Beneficiary(ies) may have chosen. The Designated Beneficiaries cannot change any Payment Choice You have selected. If You make a Payment Choice for someone who becomes Your surviving spouse upon Your death, he or she cannot continue the Policy in accordance with the Death of Owner When Spouse is Designated Beneficiary provision below. You may also specify at the time of electing an Income Payment Option that any payments remaining to be made at Your death cannot be commuted or assigned. You may revoke any such limitation on the rights of the Designated Beneficiary by providing Written Notice, while You are living, of such revocation in a manner acceptable to Us. If the Payment Choice selected by You does not apply to a Designated Beneficiary, the limitation imposed by this provision will be removed as to such Designated Beneficiary. For example, a Payment Choice based on an individual's life does not apply to Your estate and Your estate would be free to make its own Payment Choices as Designated Beneficiary after Your death.

#### **Death Benefit When Death Occurs Before Annuity Date**

When a Restricted Beneficiary Payout Designation applies, the death benefit is determined as of the date of death. In all other instances, the death benefit is determined as of the date a death benefit Payment Choice is first made. Except as provided in the Restricted Beneficiary Payout Designation Provision, no death benefit choice can be made until We receive proof of death. The death benefit is the Annuity Value on that date. However when death occurs while any rider providing additional benefits is in effect, the death benefit on the date on which a Payment Choice is first made by any Designated Beneficiary is the greater of the: (1) Annuity Value; and (2) Single Premium reduced by any prior withdrawals (including rider benefit payments).

#### **Death of Owner When Spouse is Designated Beneficiary**

If We receive proof of Your death before the Annuity Date and while this Policy is in effect, and the Designated Beneficiary is Your surviving spouse, Your spouse shall become the owner. However, within 90 days after the date of Your death, he or she may elect to receive the death benefit under one of the Payment Choices without deduction of the appropriate surrender charge.

If Your surviving spouse becomes the owner and there is no surviving Annuitant, the surviving spouse will become the Annuitant. Any rider attached to this Annuity Policy will not provide benefits with respect to the new Annuitant. At the death of the surviving spouse, this Annuity Policy may not be continued.

#### **Death of Owner When Spouse is Not Designated Beneficiary**

If We receive proof of Your death before the Annuity Date and while this Policy was in effect, and the Designated Beneficiary is not Your surviving spouse, the Designated Beneficiary must elect to receive the death benefit under one of the Payment Choices below.

#### Death of Annuitant Who is Not an Owner or Joint Owner

When the Annuitant who is not an Owner dies, the Owner, not the Joint Owner, will become the new Annuitant. Any rider attached to this Annuity Policy will not provide benefits with respect to the new Annuitant. If any Owner of this Policy is not a natural person, the death of the Annuitant will be treated as stated in the Death of Owner When Spouse is Not Designated Beneficiary provision.

#### **Death of Owner or Annuitant After Annuity Date**

If any Owner or Annuitant dies after Income Payments have begun, payments will be made as stated in the Monthly Income Benefit section. These payments will be distributed at least as rapidly as under the method of distribution being used before death.

#### **Proof of Death**

We must receive the proof of death in a form acceptable to Us. Proof of death includes a certified copy of a death certificate or certified copy of a decree from a court of competent jurisdiction stating the finding of death.

#### **Payment Choices**

Subject to the death benefit provisions above, the Designated Beneficiary may choose one of the Payment Choices numbered 1-4 below, unless You pre-selected one of the Payment Choices for the Designated Beneficiary under a Restricted Beneficiary Payout Designation. Once a death benefit Payment Choice is made, each beneficiary's portion will be treated as if it were a separate policy. Reference to Designated Beneficiary when pertaining to such portion will mean only the owner of that portion. The Designated Beneficiary may:

- 1) Receive the death benefit in a lump sum.
- 2) Apply the death benefit to provide an income under an Optional Payment Plan. The distribution must be paid over the lifetime of the Designated Beneficiary or over a period not extending beyond the Designated Beneficiary's life expectancy as determined by the Internal Revenue Service. The first payment must be made no later than one year after the date of death. If this Payment Choice is elected, for the purpose of the Optional Payment Plans provisions, the Designated Beneficiary becomes the Owner and Annuitant.
- 3) Receive the death benefit at any time during the five-year period immediately following the date of death. At the end of the five-year period, We shall pay in a lump sum any death benefit still remaining. If this Payment Choice is elected, We shall credit interest, at a rate declared at Our discretion, on amounts deferred from the date of the Payment Choice until paid. Subject to Our consent, any death benefit may be applied to obtain Income Payments under an Optional Payment Plan.

- 4) Apply the death proceeds to provide for annual payments equal to the Minimum Annual Income, described below, for the life expectancy of the Designated Beneficiary, with the right to take additional withdrawals. Payments will continue annually on the distribution date until the death of the Designated Beneficiary or the Contract Value is reduced to \$0.
- 5) Apply the death proceeds to provide for annual payments equal to the Minimum Annual Income, described below, for the life expectancy of the Designated Beneficiary, without the right to take additional withdrawals prior to a specified date. After that date, annual payments equal to the Minimum Annual Income will continue, but the Designated Beneficiary may withdraw all or a portion of the remaining Contract Value. Payments will continue annually on the distribution date until the death of the Designated Beneficiary or the Contract Value is reduced to \$0.
- 6) Apply the death proceeds to provide for annual payments equal to the greater of a specified amount and the Minimum Annual Income, described below, for the life expectancy of the Designated Beneficiary, without the right to take additional withdrawals prior to a specified date. After that date, annual payments equal only to the Minimum Annual Income will continue, but the Designated Beneficiary may withdraw all or a portion of the remaining Contract Value. Payments will continue annually on the distribution date until the death of the Designated Beneficiary or the Contract Value is reduced to \$0.

The Minimum Annual Income is the amount withdrawn each year to satisfy section 72(s)(2)(B) of the Internal Revenue Code of 1986, as amended. The Minimum Annual Income will be re-determined each year for the Designated Beneficiary's life expectancy using the Single Life Table in section 1.401(a)(9)-9 A-1 of the Income Tax Regulations, as amended. After death, the Minimum Annual Income is calculated using the Designated Beneficiary's remaining life expectancy. We may offer alternative calculations of Minimum Annual Income based on amortization or annuitization calculation methods described in guidance published by the Internal Revenue Service.

Special Rules for Payment Choices (4), (5) and (6) only:

- These Payment Choices cannot be selected if the Minimum Annual Income would be less than \$100.
- The Designated Beneficiary must elect a distribution date on which payments will be made if you have not made this election in a Restricted Beneficiary Payout Designation. The first distribution date must be no later than 350 days after the Owner's date of death.
- An Income Payment period must be a period not exceeding the Designated Beneficiary's life expectancy.
- Surrender charges will not apply to amounts withdrawn under these Payment Choices.
- Upon death of the Designated Beneficiary, the person or entity named by the Designated Beneficiary or, if
  no one is named, the Designated Beneficiary's estate may receive the remaining Contract Value. The
  recipient may take the Contract Value as a lump sum or continue to receive the annual payment on the
  distribution date equal to the Minimum Annual Income, or until the Contract Value is reduced to \$0.
- Optional living benefit and death benefit riders are not available with these Payment Choices.
- Additional premiums may not be added with these Payment Choices.

Under Payment Choices other than (2), this Policy will terminate upon payment of the entire proceeds.

If no Payment Choice is made, We will pay a death benefit in a lump sum to the Designated Beneficiary at the end of the fifth year following the date of death. The death benefit is the Annuity Value on the date the first death benefit Payment Choice is made by any beneficiary. If any rider providing additional benefits is in effect when such Payment Choice is made, the death benefit is the Single Premium reduced by any prior withdrawals (including rider benefit payments) if greater than the Annuity Value.

If a Designated Beneficiary dies before the entire death benefit has been distributed or has been applied to an Optional Payment Plan, We will pay in a lump sum any death benefit still remaining to the person named by the designated beneficiary or, if no person is so named, to the Designated Beneficiary's estate.

#### MONTHLY INCOME BENEFIT

#### **Monthly Income**

We will pay You, unless another Payee is designated, a monthly income for a guaranteed minimum period beginning on the Annuity Commencement Date.

Payments will be made automatically under a Life Income with 10 Year Period Certain plan unless You choose otherwise. Under the Life Income with 10 Year Period Certain plan, if the Annuitant lives longer than 10 years, payments will continue for his or her life. If the Annuitant dies before the end of 10 years, the remaining payments for the 10-year period will continue to You or to another Payee You have designated.

You may elect to receive the Annuity Surrender Value in a lump sum instead of receiving a monthly income. If We pay the Annuity Surrender Value in a lump sum, We will have no further obligation under the Policy.

The Income Payment under the automatic monthly payment plan is:

- 1) the monthly payment rate per \$1,000, shown under the Optional Payment Plans for either the Life Income with 10 Year Period Certain or the Joint Life and Survivor Income with 10 Year Period Certain, using the gender(s) and Settlement Age(s) of the annuitant and the proposed joint annuitant on the Annuity Commencement Date; times
- 2) the Annuity Value; divided by
- 3) \$1,000.

Income Payments will be made monthly unless quarterly, semi-annual or annual payments are chosen by written notice. However, if any payment made more frequently than annually would be or becomes less than \$100, We reserve the right to reduce the frequency of payments to an interval that would result in each payment being at least \$100. If the annual payment would be less than \$100, We will pay the Annuity Value in a lump sum and the Annuity Policy will terminate.

#### **Annuity Commencement Date**

The scheduled Annuity Commencement Date is shown on the Policy Data Pages. The Annuity Commencement Date will be the latest of:

- the Annuity Policy anniversary on which the Attained Age of the Annuitant is 95;
- 10 years after the Effective Date; and
- a date allowed by the laws and regulations then in effect and approved by Us.

If a proposed Annuity Commencement Date does not coincide with the end of the Guarantee Term, the Annuity Commencement Date will be the next Annuity Policy anniversary that does coincide with the end of a Guarantee Term.

#### **OPTIONAL PAYMENT PLANS**

#### **Optional Payments**

The death benefit or Annuity Surrender Value proceeds may be paid in a lump sum. Subject to the rules stated below, any part of the death benefit or Annuity Surrender Value can be left with Us and paid under an Optional Payment Plan. If You choose to do so, the proceeds less any premium tax will be applied to calculate the Income Payment. Upon Your death, if You have not chosen a plan for the payment of the death benefit, the designated beneficiary may choose a plan.

The following Optional Payment Plan rules apply:

- Our consent must be obtained prior to selecting an Optional Payment Plan if any Payee is not a natural person.
- Death benefit proceeds paid under an Optional Payment Plan must conform to the rules in the Death Benefit section.
- If You change a Beneficiary, Your Optional Payment Plan selection will no longer be in effect unless You request that it continue.
- Any written notice of any choice or change of an Optional Payment Plan sent to Our Service Center must be in a form acceptable to Us.
- The amount of each payment under an Optional Payment Plan must be at least \$100.
- Income Payments will begin on the Annuity Date or on a date selected by the Designated Beneficiary.
- There will be no surrender charge if You decide to leave Your Annuity Surrender Value with Us under Optional Payment Plan 1 or 2.

#### **Payment Plans**

Income options are shown below. The monthly payment rate is based on the Annuity 2000 Mortality Table, using an interest rate of 2%. We may increase the interest rate and the amount of any payment. Other plans may be available upon request.

*Plan 1. Life Income with Period Certain.* We will make monthly payments for a guaranteed minimum period. If the Annuitant lives longer than the minimum period, payments will continue for his or her life. The minimum period can be 10, 15 or 20 years. Payments are determined according to the table below.

Plan 1 Table

Monthly payment rates for each \$1,000 of proceeds under Plan 1

		Male	T		Female	I			Male		Female		
Settlement Age	10 Years Certain	15 Years Certain	20 Years Certain	10 Years Certain	15 Years Certain	20 Years Certain	Settlement Age	10 Years Certain	15 Years Certain	20 Years Certain	10 Years Certain	15 Years Certain	20 Years Certain
20	2.25	2.24	2.24	2.17	2.17	2.16	58	3.93	3.85	3.73	3.60	3.56	3.49
21	2.26	2.26	2.26	2.18	2.18	2.18	59	4.03	3.94	3.80	3.68	3.63	3.56
22	2.28	2.28	2.28	2.20	2.20	2.20	60	4.13	4.03	3.88	3.77	3.72	3.64
23	2.30	2.30	2.30	2.21	2.21	2.21	61	4.24	4.12	3.95	3.87	3.80	3.71
24	2.32	2.32	2.32	2.23	2.23	2.23	62	4.36	4.22	4.02	3.97	3.90	3.79
25	2.34	2.34	2.34	2.25	2.25	2.25	63	4.48	4.32	4.10	4.07	3.99	3.86
26	2.36	2.36	2.36	2.27	2.27	2.26	64	4.61	4.42	4.17	4.19	4.09	3.94
27	2.39	2.38	2.38	2.29	2.29	2.28	65	4.74	4.53	4.24	4.31	4.19	4.02
28	2.41	2.41	2.40	2.31	2.31	2.30	66	4.88	4.64	4.31	4.43	4.30	4.10
29	2.43	2.43	2.43	2.33	2.33	2.32	67	5.03	4.75	4.38	4.57	4.41	4.18
30	2.46	2.46	2.45	2.35	2.35	2.35	68	5.18	4.86	4.45	4.71	4.53	4.26
31	2.49	2.48	2.48	2.37	2.37	2.37	69	5.34	4.97	4.52	4.86	4.65	4.34
32	2.51	2.51	2.51	2.40	2.39	2.39	70	5.50	5.08	4.58	5.02	4.77	4.42
33	2.54	2.54	2.53	2.42	2.42	2.41	71	5.67	5.19	4.64	5.18	4.89	4.49
34	2.57	2.57	2.56	2.45	2.44	2.44	72	5.85	5.29	4.69	5.36	5.01	4.56
35	2.61	2.60	2.59	2.47	2.47	2.47	73	6.02	5.40	4.74	5.54	5.14	4.63
36	2.64	2.63	2.63	2.50	2.50	2.49	74	6.21	5.50	4.78	5.73	5.26	4.69
37	2.67	2.67	2.66	2.53	2.53	2.52	75	6.39	5.60	4.83	5.93	5.38	4.74
38	2.71	2.70	2.69	2.56	2.56	2.55	76	6.58	5.70	4.86	6.13	5.49	4.79
39	2.75	2.74	2.73	2.59	2.59	2.58	77	6.77	5.78	4.89	6.34	5.60	4.83
40	2.79	2.78	2.77	2.62	2.62	2.61	78	6.95	5.87	4.92	6.56	5.71	4.87
41	2.83	2.82	2.81	2.66	2.65	2.65	79	7.14	5.94	4.95	6.77	5.81	4.90
42	2.87	2.86	2.85	2.70	2.69	2.68	80	7.32	6.01	4.97	6.98	5.90	4.93
43	2.92	2.91	2.89	2.73	2.73	2.72	81	7.50	6.08	4.98	7.19	5.98	4.96
44	2.97	2.95	2.93	2.77	2.77	2.76	82	7.67	6.13	5.00	7.40	6.05	4.98
45	3.02	3.00	2.98	2.82	2.81	2.80	83	7.84	6.18	5.01	7.59	6.11	4.99
46	3.07	3.05	3.02	2.86	2.85	2.84	84	7.99	6.23	5.02	7.78	6.17	5.01
47	3.12	3.10	3.07	2.91	2.90	2.88	85	8.14	6.26	5.03	7.95	6.22	5.02
48	3.18	3.16	3.12	2.95	2.94	2.93	86	8.27	6.30	5.03	8.12	6.26	5.03
49	3.24	3.21	3.18	3.00	2.99	2.97	87	8.40	6.32	5.04	8.26	6.29	5.03
50	3.30	3.27	3.23	3.06	3.04	3.02	88	8.51	6.35	5.04	8.40	6.32	5.04
51	3.37	3.33	3.29	3.11	3.10	3.07	89	8.62	6.36	5.04	8.52	6.35	5.04
52	3.43	3.40	3.35	3.17	3.15	3.13	90	8.71	6.38	5.04	8.62	6.37	5.04
53	3.51	3.47	3.41	3.23	3.21	3.18	91	8.79	6.39	5.04	8.72	6.38	5.04
54	3.58	3.54	3.47	3.30	3.27	3.24	92	8.87	6.40	5.04	8.80	6.39	5.04
55	3.66	3.61	3.53	3.37	3.34	3.30	93	8.93	6.41	5.04	8.88	6.40	5.04
56	3.75	3.69	3.60	3.44	3.41	3.36	94	8.99	6.41	5.04	8.94	6.41	5.04
57	3.83	3.77	3.67	3.51	3.48	3.43	95 & over	9.04	6.41	5.04	9.00	6.41	5.04

Plan 2. Joint Life and Survivor Income with 10 Year Period Certain. We will make monthly payments for a guaranteed minimum period of 10 years. Each annuitant's Settlement Age must be at least 35 years old when payments begin. Payments will continue as long as either annuitant is living.

Plan 2 Table
Monthly payment rates for each \$1,000 of proceeds under Plan 2

Mala Cattlanant		Female Settlement Age											
Male Settlement Age	35	40	45	50	55	60	65	70	75	80	85	90	95 & over
35	2.33	2.39	2.45	2.49	2.53	2.56	2.57	2.59	2.60	2.60	2.60	2.60	2.61
40	2.37	2.45	2.53	2.60	2.66	2.70	2.73	2.76	2.77	2.78	2.78	2.79	2.79
45	2.40	2.50	2.61	2.70	2.79	2.86	2.92	2.96	2.98	3.00	3.01	3.01	3.02
50	2.43	2.54	2.67	2.80	2.92	3.03	3.12	3.19	3.24	3.27	3.29	3.30	3.30
55	2.44	2.57	2.72	2.88	3.04	3.20	3.35	3.47	3.55	3.61	3.64	3.65	3.66
60	2.45	2.59	2.75	2.94	3.15	3.37	3.58	3.77	3.92	4.03	4.09	4.11	4.13
65	2.46	2.60	2.78	2.98	3.23	3.50	3.80	4.09	4.34	4.53	4.65	4.71	4.73
70	2.47	2.61	2.79	3.02	3.29	3.61	3.98	4.39	4.78	5.10	5.32	5.43	5.48
75	2.47	2.62	2.80	3.03	3.32	3.68	4.12	4.64	5.19	5.69	6.05	6.26	6.35
80	2.47	2.62	2.81	3.05	3.34	3.73	4.21	4.82	5.51	6.21	6.76	7.09	7.25
85	2.47	2.62	2.81	3.05	3.36	3.75	4.27	4.93	5.73	6.59	7.32	7.79	8.03
90	2.47	2.62	2.81	3.06	3.36	3.76	4.29	4.98	5.85	6.82	7.69	8.26	8.57
95 & over	2.47	2.62	2.82	3.06	3.37	3.77	4.30	5.01	5.91	6.94	7.88	8.52	8.87

#### **Maximum Age Adjustment Table**

Year Incor	Maximum Age	
After	Prior To	Adjustment
2000	2026	5
2025	2051	10
2050		15

The actual age adjustment may be less than the numbers shown.

# INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY POLICY

# **GENWORTH LIFE INSURANCE COMPANY**

#### **GENWORTH LIFE INSURANCE COMPANY**

Home Office: [6610 West Broad Street, Richmond, VA 23230] • Service Center Phone: [888-325-5433] Service Center Address: [3100 Albert Lankford Drive, Lynchburg, VA 24501 • P. O. Box 461, Lynchburg, VA 24505-0461]

#### RIDER FOR LONG TERM CARE SERVICES

This Rider is made a part of the Policy to which it is attached. This Rider allows withdrawals from the Annuity Value without surrender charges to reimburse an Owner for expenses the Covered Annuitant incurs for Qualified Long Term Care Services that are covered under this Rider. Rider payments are subject to all of the terms, conditions and definitions of the Annuity Policy unless stated otherwise in this Rider. READ THIS RIDER CAREFULLY.

## THIS RIDER DOES NOT COVER EXPENSES INCURRED PRIOR TO THE COVERAGE COMMENCEMENT DATE SPECIFIED IN THE RIDER DATA PAGES.

**TAXATION.** This Rider is intended to be federally tax-qualified long term care insurance under section 7702B of the Internal Revenue Code of 1986, as amended, and as amended by the Health Insurance Portability and Accountability Act of 1996 -- Public Law 104-191 (Herein referred to as the "Code").

**CONFORMITY WITH INTERNAL REVENUE CODE.** If on its effective date, this Rider does not comply with the requirements of the Code, it will be treated as if it had been changed to comply with those requirements. Because this Rider is guaranteed renewable, the Company will inform the Owner in writing of any such required change in the provisions of this rider. The Owner will be given the choice of accepting the change or retaining this Rider without the change.

RECEIPT OF BENEFITS UNDER THIS RIDER MAY BE TAXABLE. NEITHER WE NOR OUR AGENTS CAN PROVIDE TAX ADVICE. THE OWNER SHOULD SEEK ASSISTANCE FROM THE OWNER'S PERSONAL TAX ADVISOR TO ASSESS THE TAX CONSEQUENCES OF THIS RIDER.

#### THE OWNER HAS AN UNCONDITIONAL RIGHT TO RETURN THIS RIDER IN THE FIRST 30 DAYS.

The Owner may return this Rider and the Annuity Policy for any reason within 30 days after its delivery by taking it or mailing it to Our Service Center or the agent, producer or office through which it was bought. Immediately upon delivery or mailing to Us, the Annuity Policy and this Rider will be deemed void from the beginning. Any premium paid will be returned.

**NOTICE TO OWNER:** This Rider may not cover all of the costs associated with long term care which may be incurred by the Annuitant during the period of coverage. The Owner is advised to review carefully all limitations in the Annuity Policy and this Rider.

**THIS RIDER IS NOT MEDICARE SUPPLEMENT COVERAGE.** If the Annuitant is eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.

CAUTION: The issuance of this Rider is based upon the responses to the questions on the Application. A copy of the Application is enclosed. If any answers are incorrect or untrue, We have the right to deny benefits or rescind this Rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any answers are incorrect, contact Our Service Center at the above address.

**RENEWABILITY:** This Rider is guaranteed renewable. This means that We may not, on Our own, cancel or reduce coverage provided by this Rider. Subject to the Rider Termination provisions, this Rider will remain in force for as long as the Policy remains in force and the required charges for this Rider are paid.

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#### Rider Data Pages

#### **Policy Number [000000000]**

#### **Rider For Long Term Care Services**

Coverage Commencement Date	[March 1, 2010]
Rider Rate Classification	[Individual]
Coverage Rider Coverage Maximum	[\$112,500.00]
Rider Monthly Maximum	[\$2,343.75]
Elimination Period The Elimination Period cannot begin prior to the Cove	
Inflation Protection Benefit [Compound Benefit Increases	• • • • • • • • • • • • • • • • • • • •
Benefits and Services Provided Privileged Care Coordination Services	Coverage Maximum100% covered by Us
Home Care Benefit  Home Care Benefit includes coverage for: Adult D Nurse and Therapist Services, Home Health Aide a Homemaker Services, Chore Services, and Hospid	in a calendar month, subject to the Rider Monthly Maximum Pay Care Services, and Personal Care Services,
Nursing Facility Benefit	100% of Covered Care expenses incurred in a calendar month, subject to the Rider Monthly Maximum
Assisted Living Facility Benefit	100% of Covered Care expenses incurred in a calendar month, subject to the Rider Monthly Maximum
Bed Reservation Benefit	Covered up to 60 days per Policy Year
Respite Care Benefit	Covered up to 30 days per Policy Year
Caregiver Training Benefit	100% of Covered Care expenses up to a lifetime maximum benefit equal to 20% of the Rider Monthly Maximum

#### **Rider Data Pages**

#### **Policy Number [000000000]**

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Benefits and Services Provided Supportive Equipment Benefit	. 100% of Covered Care expenses up to a lifetime maximum benefit equal to two
	times the Rider Monthly Maximum
Alternative Care Benefit	. Benefit payment subject to mutual agreement
International Coverage Benefit	. 100% of Covered Care expenses incurred in a calendar month, not to exceed 75% of the Rider Monthly Maximum. Benefits will be payable up to 48 months or until the Rider Coverage Maximum has been reduced to zero, whichever first occurs.
Waiver of Monthly Charges Benefit	. Included
Nonforfeiture Benefit	. [Included][Not Applicable]
Contingent Nonforfeiture Benefit	. Included
Refer to the provisions of this Rider for more benefit d	letails.
Initial Monthly Rider Charge Rider for Long Term Care Services:	

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[Changing Rider Coverage: An Owner may decrease the Rider Coverage Maximum to a Plan that provides a Rider Coverage Maximum equal to the Annuity Value by submitting a written request for such change to Us at Our Service Office. Rider Charges will be adjusted to those that would have applied to this Rider if it had originally been issued under the new Plan at the Covered Annuitant's age on the effective date of the change and been in force for the same length of time as this Rider. Evidence of insurability of the Covered Annuitant will not be required in connection with any request to decrease the Rider Coverage Maximum.

Rider Data Pages will be amended to reflect the new Rider Coverage Maximum and Rider Charges.]

**[Changing Rider Coverage:** An Owner may increase Rider Coverage to any other plan of Rider Coverage then available for use with the Policy and this Rider at the Covered Annuitant's attained age. The Owner's written request for such change must be received by Us at Our Service Office. Evidence of insurability of the Covered Annuitant, on forms furnished by Us, must be provided in connection with any request to increase the Rider Coverage Maximum. Any change is subject to Our approval. Rider Charges will be adjusted to those that would have applied to this Rider if it had originally been issued under the new Plan at the Covered Annuitant's age on the effective date of the change and been in force for the same length of time as this Rider.

Any increase in the Rider Monthly Maximum will take effect 1 year after the effective date of the increase in the Rider Coverage Maximum.

Rider Data Pages will be amended to reflect the new Rider Coverage Maximum and Rider Charges.]

#### **Rider Data Pages**

#### **Policy Number [000000000]**

## TABLE OF MONTHLY RATES PER \$1,000

The Table below shows the current and maximum Monthly Rates based on the Covered Annuitant's then Attained Age. The Guaranteed Maximum Monthly Rates shown below can only be changed by Us if a Rider Coverage change is made upon written request of the Owner. Current Monthly Rates may be changed as described in this Rider. In no event will the Current Monthly Rate exceed the applicable Guaranteed Maximum Monthly Rate.

#### **MONTHLY RATES**

		ned Age	Attained Age		Attained Age	
	[35 – 39]		[40]		[41 and Older]	
	Current Monthly Rate	Guaranteed Maximum Monthly Rate	Current Monthly Rate	Guaranteed Maximum Monthly Rate	Current Monthly Rate	Guaranteed Maximum Monthly Rate
Annuity Value	[N/A]	N/A	[N/A]	N/A	[N/A]	N/A
Rider Risk	[.7330]	.7330	[.7330]	.9163	[.7330]	1.0995
Inflation Protection	[21.3442]	21.3442	[21.3442]	26.6784	[21.3442]	32.0141

When an Annuity Value Rate is shown above, the Monthly Net Rider Charge is equal to the Current Monthly Rate for the Annuity Value multiplied by the Annuity Value divided by 1,000, as those amounts apply on the date the charge is made.

When a Rate is shown above for Rider Risk, the Monthly Net Rider Charge is equal to (A times B) plus (C times D), where:

- A = The Current Monthly Rate for the Rider Risk;
- B = The amount by which that portion of the Rider Coverage Maximum not which is attributed to Inflation Protection increases exceeds the Annuity Value, divided by 1,000; and
- C = The Current Monthly Rate, if any, for Inflation Protection;
- D = That portion of the Rider Monthly Maximum which is attributed to Inflation Protection Increases, divided by 1.000:

as those amounts apply on the date the charge is made.

Refer to the *Rider Charges* provision in this Rider for more details.

#### RIDER CONSIDERATIONS AND PERIOD OF COVERAGE

**Consideration:** This Rider is issued in consideration of the Application and payment of the Single Premium.

**Rider Taking Effect:** This Rider is issued with the Annuity Policy. This Rider will become effective only when the Annuity Policy becomes effective.

**Rider Charges:** The monthly charge for this Rider will be deducted from the Annuity Value on the Effective Date and at the beginning of each monthly period thereafter. These charges will not be subject to surrender charges. The monthly charge for this Rider is equal to the Monthly Net Rider Charge for this Rider, as determined in the Rider Data Pages

The Initial Monthly Charge for this Rider is shown in the Rider Data Pages.

Rate Changes: Subject to rate requirements applicable in the state in which the Policy was delivered, We may change the Current Monthly Rate(s) shown in the Rider Data Pages on any anniversary of the Effective Date. Except when Rider Coverage is changed upon written request of the Owner, any rate change will be made only when We change the rates on a class basis for all riders on the same form and coverage as this Rider that are delivered in the same state as this Rider. However, such rate change will never exceed the applicable Guaranteed Maximum Monthly Rates shown on the Rider Data Pages. We will give the Owner at least 60 days prior written notice before the effective date of any rate change made by Us.

**No Lapse Guarantee:** This Rider will not terminate if there is insufficient Annuity Value to make a required Rider Charge deduction.

Rider Termination: Once effective, this Rider will be in force until it terminates on the earliest of:

- the date of transfer of an Owner's interest in the Annuity Policy, except when transferred to a
  person who already owns an interest in the Policy or because of the divorce or legal separation of
  persons who are Owners of the Policy;
- the date the Annuity Policy is surrendered;
- the date both the Rider Coverage Maximum and the Annuity Value are reduced to zero;
- the date of death of the Covered Annuitant;
- the Annuity Date; or
- the date the first death benefit payment choice is made (without regard to which Designated Beneficiary makes the choice).

An Owner may not elect to terminate this Rider unless the Annuity Policy is also terminated.

This Rider will not terminate due to lapse as described in the No Lapse Guarantee provision.

**Extension of Benefits, Reinstatement, Grace Period and Lapse Protection:** These provisions, which are normally applicable when long term care coverage terminates due to lapse, are not applicable to this Rider because, as stated in the No Lapse Guarantee provision, this Rider cannot terminate due to lapse.

#### **DEFINITIONS**

The following are key words used in this Rider. When they are used, they are capitalized. Also, some terms are capitalized and defined within the Annuity Policy or the provisions in which they appear in this Rider.

#### **Activities of Daily Living** (ADLs) – The following functions:

- Bathing: Washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
- Dressing: Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Toileting: Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- Transferring: Moving into or out of a bed, chair or wheelchair.
- Continence: The ability to maintain control of bowel and bladder function, or, when unable to
  maintain control of bowel or bladder function, the ability to perform associated personal hygiene
  (including caring for catheter or colostomy bag).
- Eating: Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by feeding tube or intravenously.

**Adult Day Care Services** – A program for six (6) or more individuals of social and health related services provided during the day in a community setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside of the Home.

Assisted Living Facility – A facility (including a facility for people with Alzheimer's disease) that is not excluded below and is engaged primarily in providing continual (24 hours a day, every day) assistance and supervision to residents who are unable to perform Activities of Daily Living or have Severe Cognitive Impairment. It must provide those services under the terms of a license, certification or similar permit and oversight by the federal government or the state in which it is located. If such licensing, certification or similar permit and oversight by the federal government or the state in which it is located is not required, the facility must provide such services in accordance with all applicable laws and regulations and continuously satisfy all of the following:

- It has accommodations for at least ten (10) residents;
- It maintains records for all care and services provided to each resident inpatient;
- It has an awake employee on duty in the facility who is trained and ready to provide its resident
  inpatients with scheduled and unscheduled care and services sufficient to support needs resulting
  from inability to perform Activities of Daily Living or Severe Cognitive Impairment;
- It has an awake employee who is aware of the whereabouts of the resident inpatients:
- It provides Substantial Assistance with Activities of Daily Living;
- It provides three (3) meals a day and accommodates special dietary needs;
- It has written formal procedures, including an agreement with a physician or Nurse, for the furnishing of medical care and services in case of an emergency; and
- It has the appropriate methods and procedures to provide necessary assistance to residents in managing prescribed medications.

**Excluded Places**: An Assisted Living Facility is NOT any of the following:

- A facility that does not satisfy the above definition.
- A clinic or hospital.
- A subacute care or rehabilitation hospital or unit.
- A place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness.
- A Nursing Facility.
- The Covered Annuitant's Home or place of residence in an area used principally for independent residential living (including, but not limited to, hotels, motels, retirement homes, boarding homes and adult foster care facilities).
- An adult residence establishment or environment which is substantially similar to the above.

If a facility has multiple licenses, certifications, purposes, or locations, a separate portion, ward, wing, unit or location thereof can qualify as an Assisted Living Facility only if it is engaged primarily in providing care that satisfies the above definition.

**Chore Services** – Assistance with the following light work activities: (a) minor household repairs related to the Covered Annuitant's safety at Home (such as to handrails and safety rails, stairs, or floors); (b) taking out the garbage; and (c) simple cleaning tasks to remove unsafe debris or dirt in the Covered Annuitant's Home.

Chore Services do not include any type of: (a) residential upkeep; (b) construction; (c) renovation or routine home preservation (such as painting); (d) lawn or yard care; (e) snow removal; (f) vehicle or equipment maintenance; or (g) similar tasks.

**Chronically III Individual** – A person who has been certified by a Licensed Health Care Practitioner as:

- being unable to perform, without Substantial Assistance (either Standby Assistance or Hands-on Assistance) from another individual, at least two (2) Activities of Daily Living due to a loss of functional capacity. In addition, this loss of functional capacity must, at first, be expected to exist for a period of at least 90 days; or
- requiring Substantial Supervision to protect the person from threats to health and safety due to Severe Cognitive Impairment.

**Covered Annuitant** – Only the person named as the Annuitant in the Policy Data Pages as of the Effective Date of the Annuity Policy. Covered Annuitant does not include any other persons who may be covered by an added benefit Rider.

**Coverage Commencement Date** – The date shown on the Rider Data Pages. Covered Care expenses incurred prior to the Coverage Commencement Date are NOT covered under this Rider.

**Covered Care** – Only those Qualified Long Term Care Services received by the Covered Annuitant for which this Rider pays benefits or would pay Benefits in the absence of an Elimination Period.

**Current Eligibility Certification** – A Licensed Health Care Practitioner's written certification, made within the preceding 12-month period, that the Covered Annuitant meets the above requirements for being a Chronically III Individual.

**Domestic Partner** – A person who lives with the Covered Annuitant in a domestic partner relationship; provided that the Covered Annuitant has completed and returned a declaration of domestic partnership in a form and manner acceptable to Us.

**Elimination Period** – The total number of days beginning on or after the Coverage Commencement Date on which the Covered Annuitant remains a Chronically III Individual and receives Covered Care before benefits are payable. Each Benefit states how the Elimination Period affects its payment. The Elimination Period is shown in the Rider Data Pages.

The Elimination Period can be satisfied by days for which payment would otherwise be made under those Benefits to which the Elimination Period applies. It can also be satisfied by days for which We make payment under the Home Care Benefit. Days used to satisfy the Elimination Period do not need to be consecutive and can be accumulated over time. The Elimination Period only needs to be satisfied once during the Covered Annuitant's lifetime.

**Home** – The Covered Annuitant's primary place of residence in the area the Covered Annuitant uses principally for independent residential living. This could be: (a) a house; (b) a condominium; (c) an apartment; (d) a unit in a congregate care community; or (e) similar residential environment. The Covered Annuitant's Home does not include: (a) a hospital; (b) Nursing Facility; or (c) Assisted Living Facility.

**Home Health Aide and Personal Care Services** – Assistance the Covered Annuitant receives with: (a) simple health care tasks; (b) personal hygiene; (c) managing medications; (d) help in performing Activities of Daily Living; and (e) supervision the Covered Annuitant needs when he or she has Severe Cognitive Impairment.

**Homemaker Services** – Assistance with one or more of the following tasks: (a) meal planning and preparation; (b) doing laundry; and (c) light house cleaning, such as: (1) vacuuming; (2) dry mopping; (3) dishwashing; (4) cleaning the kitchen or bath; and (5) changing soiled bedding.

#### **Hospice Care** – Services that are designed to:

- provide palliative care to the Covered Annuitant; or
- alleviate the Covered Annuitant's physical, emotional and spiritual discomforts because the Covered Annuitant is experiencing the last phases of life due to a terminal disease (diagnosed with six (6) months or less to live).

#### Hospice Care can be provided in:

- the Covered Annuitant's Home; or
- a separate facility that is licensed or certified to provide Hospice Care by the state in which it is located. Room and board expenses provided in such a facility will be a Covered Care expense under this Rider.

Hospice Care does not include coverage for prescription drugs.

Immediate Family – The Covered Annuitant's spouse or Domestic Partner and the following relatives of the Covered Annuitant and the Covered Annuitant's spouse or Domestic Partner: (1) parent; (2) grandparent; (3) child; (4) grandchild; (5) brother; (6) sister; (7) aunt; (8) uncle; (9) first cousin; (10) nephew or niece. This includes adopted, in-law and step-relatives.

**Licensed Health Care Practitioner** – Any of the following who is not a member of the Covered Annuitant's Immediate Family:

- a physician as defined in Section 1861(r)(1) of the Social Security Act;
- a registered professional Nurse;
- a licensed social worker; or
- any other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

**Medicaid** – Any state medical assistance program under Title XIX of the Social Security Act as it is now and as it may be amended.

**Medicare** – The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended.

**Nurse** – Someone who is licensed as a Registered Graduate Nurse (RN), Licensed Practical Nurse (LPN), or Licensed Vocational Nurse (LVN), and is operating within the scope of that license.

Nurse and Therapist Services – Services provided in the Covered Annuitant's Home by:

- a Nurse; or
- a licensed physical, occupational, respiratory, or speech therapist.

**Nursing Facility** – A facility, not excluded below, that is engaged primarily in providing continual (24 hours-a-day, every day) nursing care to all of its residents or inpatients in accordance with the authority granted by a license issued by the federal government or the State in which it is located. Such nursing care must be performed by or under the direct supervision of a Nurse. The facility must employ at least one full-time (at least 30 hours per week) Nurse. A Nurse must be on duty or on call in the facility at all times.

If a facility has multiple licenses or purposes, a separate portion, ward, wing or unit thereof can qualify as a Nursing Facility only if that portion, ward, wing or unit is engaged primarily in providing such nursing care in accordance with the authority granted by its license.

<u>Excluded Places</u>: The definition of a Nursing Facility does NOT include any of the following:

- A facility that does not satisfy the above definition.
- A clinic or hospital.
- A subacute care or rehabilitation hospital or unit.
- A place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness.
- An Assisted Living Facility.
- The Covered Annuitant's Home or place of residence in an area used principally for independent residential living (including, but not limited to, hotels, motels, retirement homes, boarding homes and adult foster care facilities).
- An adult residence establishment or environment which is similar to the above.

#### **Out-of-Country Nursing Facility** – An institution, not excluded below, that:

- is located outside the United States, its territories and possessions; and
- is a legally operated facility that is engaged primarily in providing continual (24 hours-a-day, every day) nursing care to all of its residents or inpatients; and
- satisfies all of the following Conditions.

<u>Conditions</u>: To satisfy this Out-of-Country Nursing Facility definition, such facility, or a separate portion, ward, wing or unit thereof, must at all times:

- provide such nursing care in accordance with the authority granted by a license or similar
  accreditation acceptable to Us that has been issued by the national or requisite political
  subdivision of the country in which it is located to provide the levels of care for which benefits
  would be payable under the Nursing Facility Benefit of this Rider;
- employ at least one full-time (employed at least 30 hours per week) Graduate Nurse;
- have a Graduate Nurse on duty or on call in the facility at all times;
- have an awake employee on duty in the facility who is:
  - trained and ready to provide its residents with scheduled and unscheduled care and services sufficient to support needs resulting from inability to perform Activities of Daily Living or Severe Cognitive Impairment; and
  - aware of the whereabouts of the residents;
- provide three meals a day and accommodate special dietary needs;
- have arrangements with a duly licensed physician or Graduate Nurse to furnish medical care and services in case of an emergency;
- have the appropriate methods and procedures to provide necessary assistance to residents in managing prescribed medications; and
- have accommodations for at least ten resident inpatients in that location.

For the purposes of this definition, a Graduate Nurse is a person who has:

- completed an extensive post-secondary nursing care training program; and
- a current license to provide skilled nursing care to sick or infirm individuals under the direction of a licensed physician.

<u>Excluded Places</u>: The definition of an Out-of-Country Nursing Facility does NOT include any of the following:

- A facility that does not satisfy the above definition.
- A clinic or hospital.
- A subacute care or rehabilitation hospital or unit.
- A place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness.
- The Covered Annuitant's Home or place of residence in an area used principally for independent residential living (including, but not limited to, hotels, motels, retirement homes, boarding homes and adult foster care facilities).
- An adult residence establishment or environment which is substantially similar to the above.

**Plan of Care** – A written, individualized plan for care and support services for the Covered Annuitant that:

- has been developed as a result of an assessment and incorporates any information provided by the Covered Annuitant's personal physician;
- has been prescribed by a Licensed Health Care Practitioner;
- fairly, accurately and appropriately addresses the Covered Annuitant's long term care and support service needs; and
- specifies the following:
  - the type, frequency and duration of all services required to meet those needs;
  - the providers appropriate to furnish those services; and
  - an estimate of the appropriate cost of such services.

We retain the right to discuss the Plan of Care with the Licensed Health Care Practitioner. We may also verify that the Plan of Care is appropriate and consistent with generally accepted standards of care for a Chronically III Individual. The Plan of Care must be updated as the Covered Annuitant's needs change. We must receive a copy of the Plan of Care upon its completion and each time it is updated. We retain the right to request periodic updates not more frequently than once every 30 days. We will make a copy of the current Plan of Care available to the Covered Annuitant's personal physician, when requested. No more than one Plan of Care may be in effect at a time.

**Qualified Long Term Care Services** – The necessary diagnostic, preventative, therapeutic, curative, treatment, mitigation, and rehabilitative services, and Maintenance or Personal Care Services which are:

- required if the Covered Annuitant becomes a Chronically III Individual; and
- provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

"Maintenance or Personal Care Services" as used above means any care the primary purpose of which is the provision of needed assistance with any of the disabilities as a result of which the Covered Annuitant is a Chronically III Individual, including protection from threats to health and safety due to Severe Cognitive Impairment.

<u>Important Note</u>: To be eligible for payment under this Rider, it is not sufficient for services to be only Qualified Long Term Care Services. Such services must also:

- be care or support services for which this Rider pays benefits; and
- satisfy all requirements for Benefit eligibility and payment.

**Rider Coverage Maximum** – The amount shown in the Rider Data Pages as of the Effective Date and as changed over time. The amount of the Rider Coverage Maximum will:

- increase due to any inflation protection benefit increases;
- decrease due to withdrawals under the Annuity Policy;
- decrease due to benefit payments made under this Rider; and
- decreases to zero on the Annuity Date and when a death benefit payment choice is made under the Annuity Policy.

**Rider Monthly Maximum** – The total monthly amount We will pay for Covered Care expenses incurred under all of the following Benefits combined:

- the Home Care Benefit;
- the Nursing Facility Benefit;
- the Assisted Living Facility Benefit;
- the Bed Reservation Benefit:
- the Respite Care Benefit; and
- the International Coverage Benefit.

The Rider Monthly Maximum is also used to determine the maximum amounts payable for benefits in this Rider, as set forth in the Rider Data Pages. The Rider Monthly Maximum applicable on the Effective Date is shown in the Rider Data Pages. As described in this Rider, the amount of the Rider Monthly Maximum will:

- increase due to any inflation protection benefit increases; and
- decrease due to withdrawals under the Annuity Policy.

**Severe Cognitive Impairment** – A loss or deterioration in intellectual capacity that is:

- comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and
- measured by clinical evidence and standardized tests that reliably measure impairment in the person's:
  - short-term or long-term memory;
  - orientation as to people, places, or time;
  - deductive or abstract reasoning;
  - judgment as it relates to safety awareness.

#### **Substantial Assistance** – Either:

- Hands-on Assistance, which is the physical assistance (minimal, moderate or maximal) of another person without which the Covered Annuitant would be unable to perform the Activity of Daily Living; or
- **Standby Assistance**, which is the presence of another person within arm's reach of the Covered Annuitant that is necessary to prevent, by physical intervention, injury to the Covered Annuitant while he or she is performing the Activity of Daily Living.

**Substantial Supervision** – Continual supervision (which may include verbal cueing, prompting, gestures, or other demonstrations) by another nearby person that is necessary to protect the severely cognitively impaired individual from threats to his or her health or safety (such as may result from wandering).

#### LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

#### **Eligibility for the Payment of Benefits**

For benefits to be payable under this Rider:

- the Covered Annuitant must be a Chronically III Individual;
- We must receive a Current Eligibility Certification for the Covered Annuitant; and
- We must receive ongoing proof which demonstrates that the Covered Care the Covered
  Annuitant receives is needed due to his or her continually being a Chronically III Individual. The
  proof can be based on information from:
  - care providers;
  - · personal physicians; and
  - other Licensed Health Care Practitioners.

#### **Conditions for Payment**

Benefits will be paid as reimbursement for incurred Covered Care expenses that meet all of the following conditions:

- the Covered Care expenses must be incurred on or after the Coverage Commencement Date as described in the Rider Data Pages;
- an Owner must elect to claim benefits under this Rider;
- the payment of any benefit amount must be approved by any irrevocable Beneficiary;
- the Covered Care is provided pursuant to a written Plan of Care prescribed by a Licensed Health Care Practitioner;
- the Covered Annuitant has not exhausted any limits applicable to the specific benefits claimed;
- the Covered Annuitant meets all additional requirements for the specific benefits claimed;
- the Covered Annuitant satisfies the Elimination Period;
- this Rider must be in force on the date the expense, fee, or charge for an item of Covered Care is incurred. An expense, fee or charge will be considered to be incurred on the day on which the Covered Care is received; and
- the care, service, cost or item for which benefits are payable must meet the definition of a Qualified Long Term Care Services.

Once We determine that the Covered Annuitant is eligible for benefits, the Covered Annuitant's eligibility for benefits will continue for as long as the Covered Annuitant continues to be a Chronically III Individual, and both the Rider Coverage Maximum and the Annuity Value have not been reduced to zero. We reserve the right to perform periodic reassessments of the Covered Annuitant's eligibility.

#### PRIVILEGED CARE® COORDINATION SERVICES

These voluntary services are available when the Covered Annuitant has functional or cognitive deficiencies that would qualify the Covered annuitant as being a Chronically III Individual to the extent that he or she may need Covered Care.

These services are intended to help identify care needs and community resources available to deliver care when the Covered Annuitant is a Chronically III Individual. These services are furnished by a Privileged Care Coordination Team provided by Us at Our own expense. We will pay for these services when the Covered Annuitant receives them while this Rider is in force. These payments will NOT count against any payment maximum.

To receive these services We must be contacted at Our Service Office.

#### **About the Privileged Care Coordination Services**

Privileged Care Coordination Services will provide the Covered Annuitant with a team of qualified individuals who will review the Covered Annuitant's specific situation and provide the following services:

- conduct assessments of the Covered Annuitant's functional and cognitive capabilities and personal needs for care and services on an ongoing basis;
- work with the Covered Annuitant to identify the specific care, services and providers required to meet the Covered Annuitant's needs;
- develop and suggest initial and subsequent Plans of Care to assist the Covered Annuitant in meeting his or her needs;
- provide the initial and ongoing Current Eligibility Certifications; and
- monitor the Covered Annuitant's care needs on an ongoing basis to help the Covered Annuitant receive appropriate care while a Chronically III Individual.

The **Privileged Care Coordination Team** includes a Licensed Health Care Practitioner (such as a Physician, Nurse, or licensed social worker) who is qualified by training and experience to assess and coordinate the overall care needs of a Chronically III Individual.

#### **Privileged Care Coordination Services are Voluntary**

The Covered Annuitant is not required to use Privileged Care Coordination Services. However, We will not cover the expense of any of the following from a Licensed Health Care Practitioner who is not a Privileged Care Coordinator:

- creation of a Plan of Care;
- providing a Current Eligibility Certification; or
- · assistance in coordinating services.

Payment for these services is NOT subject to:

- the Coverage Commencement Date:
- the Elimination Period:
- the Rider Coverage Maximum;
- the Rider Monthly Maximum; or
- any other payment limits.

Payment for these services cannot be used to satisfy the Elimination Period and does not qualify for the Waiver of Monthly Charges Benefit.

**Payment Limitations:** Privileged Care Coordination Services will not be provided in connection with the International Coverage Benefit.

#### **HOME CARE BENEFIT**

We will pay for expenses the Covered Annuitant incurs for the following Covered Care:

- Adult Day Care Services;
- Nurse and Therapist Services;
- Home Health Aide and Personal Care Services:
- Homemaker Services:
- · Chore Services; and
- Hospice Care.

#### These services must be:

- received in the Covered Annuitant's Home, unless they are Adult Day Care Services or Hospice Care:
- necessary to enable the Covered Annuitant to continue to stay safely at Home, unless the services are in a facility providing Hospice Care;
- necessary because the Covered Annuitant alone is not able to perform them due to the Covered Annuitant being a Chronically III Individual; and
- consistent with the needs addressed in the Covered Annuitant's Plan of Care.

Providers of these services do not need to be affiliated with a home health care agency.

**Payment Limitations:** The Elimination Period does not apply to this Benefit, but any days for which Home Care Benefits are payable will be used to satisfy the Elimination Period. Payment of this Benefit is subject to the Rider Monthly Maximum; and stops when both the Rider Coverage Maximum and the Annuity Value are reduced to zero. This Benefit will not be payable at the same time as any benefits for confinement in a Nursing Facility, Assisted Living Facility, or Out-of-Country Nursing Facility, or under the Bed Reservation Benefit.

#### **NURSING FACILITY BENEFIT**

We will pay for expenses the Covered Annuitant incurs for Covered Care (including room and board, but not prescription drugs) provided by a Nursing Facility while the Covered Annuitant is confined there as a resident inpatient.

This includes expenses for:

- private duty nursing care provided by a Nurse who is not employed by the facility; and
- all levels of care (including skilled, intermediate and custodial care) provided by the Nursing Facility.

The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

**Payment Limitations:** Payment of this Benefit is subject to the Elimination Period and the Rider Monthly Maximum, and stops when both the Rider Coverage Maximum and the Annuity Value are reduced to zero.

#### **ASSISTED LIVING FACILITY BENEFIT**

We will pay the expenses the Covered Annuitant incurs for Covered Care (including room and board, but not prescription drugs) provided by an Assisted Living Facility while the Covered Annuitant is confined there as a resident inpatient. The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

**Payment Limitations:** Payment of this Benefit is subject to the Elimination Period and the Rider Monthly Maximum, and stops when both the Rider Coverage Maximum and the Annuity Value are reduced to zero.

#### **BED RESERVATION BENEFIT**

We will continue to pay benefits, or give Elimination Period credit, under the *Nursing Facility Benefit* and the *Assisted Living Facility Benefit* while the Covered Annuitant:

- is temporarily absent during a stay in a Nursing Facility or Assisted Living Facility; and
- is charged to reserve the Covered Annuitant's accommodations in that facility.

The temporary absence can be for any reason. This includes, but is not limited to, a hospital stay or when the Covered Annuitant spends holidays or other time with his or her family.

**Payment Limitations:** Payment of this Benefit is subject to the Elimination Period and the Rider Monthly Maximum, and stops when both the Rider Coverage Maximum and the Annuity Value are reduced to zero. Payment will not exceed the number of days (continuous or not) shown in the Rider Data Pages for this Benefit.

#### **RESPITE CARE BENEFIT**

When the Covered Annuitant receives Respite Care, We will pay the following Benefits without requiring satisfaction of the Elimination Period:

- the Nursing Facility Benefit;
- the Assisted Living Facility Benefit;
- the Bed Reservation Benefit; and
- the Home Care Benefit.

**Respite Care** means short-term care that is provided to the Covered Annuitant in order to relieve the person who normally provides the Covered Annuitant with unpaid informal care in the Covered Annuitant's Home. The Covered Annuitant's Plan of Care must state:

- the name of the unpaid caregiver for whom respite is being provided;
- the period of respite; and
- the Covered Care the Covered Annuitant will require to replace that care normally provided by the unpaid caregiver.

Respite Care can be received in the Covered Annuitant's Home, or during a temporary stay in a Nursing Facility or Assisted Living Facility.

Payment Limitations: This Benefit is not subject to, and does not satisfy, the Elimination Period. Payment of this Benefit is subject to the Rider Monthly Maximum, and stops when both the Rider Coverage Maximum and the Annuity Value are reduced to zero. This Benefit will not be payable at the same time as any other Benefit except when We pay for Privileged Care Coordination Services or Caregiver Training. Payment will not exceed the number of days (continuous or not) shown in the Rider Data Pages for this Benefit.

#### **CAREGIVER TRAINING BENEFIT**

We will pay for expenses incurred to train an unpaid informal caregiver to care for the Covered Annuitant in the Covered Annuitant's Home. All the following conditions apply to this Benefit:

- We will not pay to train someone who will be paid to care for the Covered Annuitant.
- The training can be received while the Covered Annuitant is confined in a hospital, Nursing Facility, or Assisted Living Facility only if it is reasonably expected that the training will make it possible for the Covered Annuitant to go Home where the Covered Annuitant can be cared for by the person receiving the training.

**Payment Limitations:** This Benefit is not subject to the Rider Monthly Maximum. Payment of this Benefit is not subject to the Elimination Period. The Elimination Period cannot be satisfied by caregiver training. Payment of this Benefit is subject to the Coverage Maximum shown in the Rider Data Pages for this Benefit; and stops when both the Rider Coverage Maximum and the Annuity Value are reduced to zero.

#### SUPPORTIVE EQUIPMENT BENEFIT

Benefits will be payable for Supportive Equipment if it is specified and provided in accordance with the Covered Annuitant's Plan of Care. We will pay for expenses, including installation fees, labor and related costs, the Covered Annuitant incurs for the purchase or rental of Supportive Equipment, if such equipment is:

- intended to assist the Covered Annuitant in living at Home by relieving the Covered Annuitant's need for direct physical assistance; and
- specified and provided in accordance with the Covered Annuitant's Plan of Care stating that the
  equipment is expected to enable the Covered Annuitant to remain at Home for at least 90 days
  after the date of purchase or first rental.

#### **Supportive Equipment** includes items such as the following:

- pumps and other devices for intravenous injection;
- ramps to permit movement from one level of a residence to another;
- grab bars to assist in toileting, bathing or showering; and
- stair lifts for going between levels of the Covered Annuitant's Home.

#### Supportive Equipment does not include either:

- equipment that will, other than incidentally, increase the value of the residence in which it is installed; or
- artificial limbs, teeth, medical supplies, or equipment placed in the Covered Annuitant's body, temporarily or permanently.

**Payment Limitations:** Payment of this Benefit is not subject to the Elimination Period. The Elimination Period cannot be satisfied by the receipt of Supportive Equipment. Payment of this Benefit is subject to the Coverage Maximum shown in the Rider Data Pages for this Benefit; and stops when both the Rider Coverage Maximum and the Annuity Value are reduced to zero.

#### **ALTERNATIVE CARE BENEFIT**

For expenses not otherwise covered. Prior approval by Us is required.

We will pay for expenses the Covered Annuitant incurs for care, treatment, services, supplies or other items not specifically covered by another Benefit under this Rider when all of the following conditions are met:

- They are clearly specified in the Covered Annuitant's Plan of Care and in a separate written mutual agreement between Us, an Owner, any irrevocable Beneficiary, and if appropriate, the Covered Annuitant or the Covered Annuitant's physician.
- They are cost-effective alternatives to Benefits specifically available under this Rider.
- They are for Qualified Long Term Care Services.
- They are incurred while such mutual agreement is in effect.
- They are incurred on or after the Coverage Commencement Date and while the Covered Annuitant's insurance is in force under the Annuity Policy and this Rider.
- The expenses are not otherwise covered under another Benefit in this Rider.
- Prior approval from Us is received for such items.

#### Examples include, but are not limited to:

- in-home safety devices;
- community-based services that provide meals in the Home for disabled individuals (such as Meals on Wheels);
- equipment in the Covered Annuitant's Home that is not covered under the **Supportive Equipment Benefit**;
- rental or lease of emergency medical response devices; and
- other care, treatment, services, supplies, or other items designed to help the Covered Annuitant remain at Home.

Any such agreement will not waive any of the rights an Owner or We have under this Rider. The agreement may be discontinued at any time without affecting the right to the Benefits otherwise available under this Rider.

**Payment Limitations:** The agreement will state how payment is affected by the Elimination Period. It will also state any time period and payment maximums. Payment of this Benefit is subject to all other provisions and conditions of this Rider; and stops when both the Rider Coverage Maximum and the Annuity Value are reduced to zero.

#### INTERNATIONAL COVERAGE BENEFIT

We will pay for expenses the Covered Annuitant incurs for Covered Care (including room and board, but not prescription drugs) provided by an Out-of-Country Nursing Facility while the Covered Annuitant is confined there as a resident inpatient.

This includes expenses for all levels of care (whether skilled, intermediate or custodial) provided by the Out-of-Country Nursing Facility. The expenses must be consistent with the level of charges normally made for other inpatients receiving similar care in the Out-of-Country Nursing Facility.

Payment of this Benefit is subject to the following conditions:

- Payment will be in lieu of all other Benefits and reimbursement otherwise provided by this Rider for expenses incurred during the period for which payment is made under this Benefit.
- Privileged Care Coordination Services will not be provided in connection with this Benefit.
- The Waiver of Monthly Charges Benefit will not apply to any period for which payment is made under this Benefit.
- Payment will only be made in the lawful money of the United States of America. Any foreign exchange rate will be determined by Us.
- This Benefit will not be payable if it is prohibited by United States Government sanctions as specified by the United States Department of the Treasury's Office of Foreign Asset Control (or its successor organization).
- We must receive proof, satisfactory to Us, that the Covered Annuitant has met all of the
  requirements stated in the Limitations or Conditions on Eligibility for Benefits section. We must be
  furnished, at no expense to Us, with complete documentation in English. Such documentation
  shall include, but is not limited to:
  - A Current Eligibility Certification from a Licensed Health Care Practitioner that the Covered Annuitant is a Chronically III Individual.
  - A satisfactory Plan of Care prescribing the need for care due to the Covered Annuitant's being a Chronically III Individual.
  - Properly completed claims forms, billing statements, and supporting medical and care documentation acceptable to Us as verifiable proof of loss and payment.
  - A copy of the Covered Annuitant's passport, airline ticket or other proof acceptable to Us that the Covered Annuitant is outside the United States of America, its territories and possessions.
- We may require that all of the above information be provided at reasonable intervals. We will not require this more frequently than monthly.

**Payment Limitations:** Payment of this Benefit is subject to the Elimination Period and the Coverage Maximum shown in the Rider Data Pages for this Benefit, and stops when both the Rider Coverage Maximum and the Annuity Value are reduced to zero. This Benefit will not be payable at the same time as any other Benefit, nor will it qualify for the Waiver of Monthly Charges Benefit.

#### **INFLATION PROTECTION BENEFIT**

This Benefit applies only if the Rider Data Pages show that this Inflation Protection Benefit is included in Your Coverage.

**Compound Benefit Increase Option:** On each anniversary of the Effective Date while this Rider and this Benefit are in effect, We will automatically increase the then-current Rider Monthly Maximum and the remaining Rider Coverage Maximum. The Rider Monthly Maximum will be increased by an amount equal to the percentage (as shown in the Rider Data Pages for this Benefit) of the Rider Monthly Maximum in effect immediately prior to the increase, including adjustment for withdrawals. The remaining Rider Coverage Maximum will increase by the same proportion that the Rider Monthly Maximum increased.

#### **Termination of the Inflation Protection Benefit**

If this Benefit applies, it will terminate and increases provided under it will stop on the first to occur of:

- the date the Rider Coverage Maximum has been reduced to zero;
- the end of the Policy Month during which We receive written notice from an Owner to terminate this Benefit, or the end of the Policy Month specified in such request, if later.

Termination of this Benefit will not affect any increases occurring prior to the date of termination. Monthly charges, if any, for this Benefit cease when the increases stop.

#### WAIVER OF MONTHLY CHARGES BENEFIT

We will waive all charges for this Rider when benefits are payable under:

- the Home Care Benefit
- the Nursing Facility Benefit;
- the Assisted Living Facility Benefit; or
- the Bed Reservation Benefit.

This waiver will begin with the first Monthly Charge to be made following the date such benefits are first paid by Us. This waiver will stop when the Covered Annuitant is no longer receiving Covered Care for which benefits are payable under any of the above listed Benefits. When this waiver stops, Monthly Charges will resume as otherwise scheduled.

#### NONFORFEITURE BENEFIT

This Benefit applies only if the Rider Data Pages show that the Nonforfeiture Benefit is included in Your Coverage.

If, after this Rider has been in force for three (3) years while this Benefit applies, this Rider terminates for any reason other than:

- death of the Covered Annuitant,
- when both the Rider Coverage Maximum and Annuity Value have been reduced to zero, or
- when the first death benefit payment choice is made (without regard to which Designated Beneficiary makes the choice),

this Rider will provide a reduced Rider Coverage Maximum. This Nonforfeiture Benefit will be payable in lieu of the benefits described in this Rider, and this Rider will be in paid-up status.

The amount of the reduced Rider Coverage Maximum will be the greater of:

- the Rider Monthly Maximum applicable at the time of termination; and
- the sum of all Rider Charges paid.

In no event will the reduced Rider Coverage Maximum exceed the Rider Coverage Maximum in effect at the time this Rider terminates.

Benefits payable upon termination of this Rider will:

- be subject to the reduced Rider Coverage Maximum as described in this Benefit;
- be subject to the Rider Monthly Maximum applicable at the time of termination; and
- be limited to those Benefits that would be payable under this Rider in the same manner as if there had been no termination, except that annual benefit increases provided under the Optional Inflation Protection Benefit, if included, will cease.

#### CONTINGENT NONFORFEITURE BENEFIT

We will notify an Owner prior to any change in the Monthly Risk Rate or Monthly Rate for this Rider. Anytime the cumulative amount of all such increases in the Monthly Risk Rate or Monthly Rate equals or exceeds the Substantial Cumulative Increase percentage shown in the following table We will give an Owner the right to elect to either:

- reduce benefits so that the required Monthly Charges are not increased; or
- convert to the **Shortened Benefit Period Option** provision in this Section.

The notification will also inform an Owner that a termination at any time during the 120-day period following the date of the rate increase will be deemed to be the election of the option to convert to the Shortened Benefit Period Option and terminates the Annuity Policy.

#### **Shortened Benefit Period Option**

This Option provides paid-up benefits with a reduced Rider Coverage Maximum. The amount of the reduced Rider Coverage Maximum will be the greater of:

- the Rider Monthly Maximum applicable at the time of termination; and
- the sum of all Monthly Charges paid by an Owner for this Rider.

In no event will the reduced Rider Coverage Maximum exceed the remaining Rider Coverage Maximum in effect at the time this Rider terminates.

Benefits payable upon conversion will:

- be subject to the reduced Rider Coverage Maximum as described in this Option;
- be subject to the Rider Coverage Maximum applicable at the time of termination; and
- be limited to those benefits that would be payable under this Rider in the same manner as if there
  had been no termination, except that annual benefit increases provided under the Optional
  Inflation Protection Benefit, if included, will cease.

#### **Triggers Indicating Substantial Cumulative Increases In Monthly Rates**

This Contingent Nonforfeiture Benefit is available if any of the following triggers are met.

Covered Annuitant's Issue Age	Increase Over Initial Monthly Rate	Covered Annuitant's Issue Age	Increase Over Initial Monthly Rate	Covered Annuitant's Issue Age	Increase Over Initial Monthly Rate
Under 30	200%	66	48%	79	22%
30 - 34	190%	67	46%	80	20%
35 - 39	170%	68	44%	81	19%
40 – 44	150%	69	42%	82	18%
45 – 49	130%	70	40%	83	17%
50 – 54	110%	71	38%	84	16%
55 – 59	90%	72	36%	85	15%
60	70%	73	34%	86	14%
61	66%	74	32%	87	13%
62	62%	75	30%	88	12%
63	58%	76	28%	89	11%
64	54%	77	26%	90 & older	10%
65	50%	78	24%		

#### **EFFECT OF BENEFIT PAYMENTS**

#### **Effect of Rider Benefit Payments**

When a Benefit payment is made under this Rider, it will reduce by the amount of the benefit payment:

- the remaining Rider Coverage Maximum;
- · any remaining death benefit; and
- any available Annuity Value;

but such payments will not be subject to either a surrender charge or the Minimum Annuity Value Requirement.

Reductions to the Rider Coverage Maximum resulting directly from Benefit payments made under this Rider will **NOT** cause a reduction in the Rider Monthly Maximum.

#### **Effect of Withdrawals**

Except as provided below, when a withdrawal is made under the Annuity Policy, (other than a Benefit payment under this Rider) it will:

- reduce the remaining Rider Coverage Maximum by an amount equal to:
  - the amount of the withdrawal; multiplied by
  - the remaining Rider Coverage Maximum prior to the withdrawal; divided by
  - the Annuity Value prior to the withdrawal;
- reduce the Rider Monthly Maximum in the same proportion that the Rider Coverage Maximum is reduced; and
- reduce the Annuity Value prior to the withdrawal by the amount of the withdrawal as described under the Annuity Values section of the Annuity Policy.

Any reduction in the Rider Monthly Maximum will apply only to Covered Care expenses incurred on or following the date of the withdrawal.

The above reductions will not apply to any withdrawal amount that does not reduce the Annuity Value below the then current Rider Coverage Maximum.

#### Effect of the Annuity Date or Death Benefit Payments

When the Annuity Date occurs, a Death Benefit payment choice is selected, or the Death Benefit is paid at the end of the fifth year immediately following the date of death:

- the Annuity Value will be reduced to zero; and
- the Rider Coverage Maximum will be reduced to zero and no further Benefits will be paid under this Rider.

#### GENERAL EXCLUSIONS AND LIMITATIONS

No payment will be made for any expenses incurred for any room and board, care, treatment, services, equipment or other items:

- provided by a member of the Covered Annuitant's Immediate Family, unless:
  - he or she is a regular employee of the organization that is providing the services; and
  - such organization receives payment for the services; and
  - he or she receives no compensation other than the normal compensation for employees in her or his job category.
- for which no charge is normally made in the absence of insurance.
- provided outside of the United States of America, its territories and possessions; except as provided in the International Coverage Benefit.
- provided by or in a Veterans Administration or federal government facility, unless a valid charge is made to the Covered Annuitant or the Annuitant's estate.
- resulting, directly or indirectly, from:
  - war or act of war, whether declared or not;
  - attempted suicide or an intentionally self-inflicted injury; or
  - the Covered Annuitant's alcoholism or addiction to drugs or narcotics; but not addiction that results from the administration of those substances in accordance with the advice and written instructions of a duly licensed physician.

**Note:** We will pay benefits for Alzheimer's disease, subject to the same exclusions, limitations and provisions otherwise applicable to other Covered Care.

#### **Non-Duplication**

Benefits will be paid only for expenses for Covered Care that are in excess of the amount paid or payable under Medicare (including amounts that would be reimbursable but for the application of a deductible or coinsurance amount) and any other federal, state or other governmental health care program or law (except Medicaid). However, this Non-Duplication provision does not apply to expenses that are reimbursable under Medicare only as a secondary payor; and will not disqualify an expense for Covered Care from being used to satisfy the Elimination Period.

#### **Coordination With Other Coverage**

We will reduce the amount We will pay for Covered Care under this Rider when the total amount payable under this and all other Long Term Care Coverage is greater than the expense actually incurred for that Covered Care. This applies to all such coverage issued by Us and any other entity.

Benefit Reduction Formula: When benefits are so reduced, the amount We will pay will be the lesser of:

- The amount We would pay in the absence of this provision; or
- An amount equal to A minus B where:
  - A = The actual expense incurred for the Covered Care; and
  - B = The total amount payable for that Covered Care under all other Long Term Care Coverage, except such Long Term Care Coverage that became effective after this Coverage and coordinates its payment with this Coverage.

We may coordinate the payment of benefits between Long Term Care Coverage issued by Us in another manner that conserves the Annuity Value, subject to mutual agreement between Us and the owner(s) of that coverage.

In this provision, **Long Term Care Coverage** means coverage, whether group or individual, that provides nursing facility, assisted living facility or home health care benefits. This applies whether those benefits are payable on an expense reimbursement, indemnity, cash payment or other basis. This includes coverage that is provided in the form of an acceleration of life insurance or annuity benefit payments or as an extension of those benefits.

#### **CLAIMS PROVISIONS**

**Note:** No Benefits will be paid under this Rider after the Death Benefit has been paid under the Annuity Policy. Refer to the *Effect of the Annuity Date or Death Benefit Payments* provision in Section 4 of this Rider.

#### **Starting the Claims Process**

Contacting Us as soon as it appears the Covered Annuitant may be a Chronically III Individual will facilitate a timely claim review. This can help Us greatly in the claims process and at the same time lead to early planning of the Covered Annuitant's Covered Care.

If the services of a Privileged Care Coordinator are requested, We will make arrangements for such a coordinator to contact the Covered Annuitant immediately and begin providing the Covered Annuitant with Privileged Care Coordination Services.

#### **Assistance in Completing Claim Forms**

An Owner may call Us if he or she needs any type of assistance during any phase of the claim process. When services of a Privileged Care Coordinator are used, We will work with that coordinator to ensure that We understand the Covered Annuitant's condition, the prescribed Plan of Care, and any care and support services received.

## Telling Us about a Claim Notice of Claim

We must be notified when there is a claim. The notice can be given to Us at Our Service Center or to Our agent. It must be received within 30 days of the date the covered loss starts, or as soon as reasonably possible. The notice should include at least the:

- Owner's name;
- covered Annuitant's name;
- · Policy Number (as shown in the Rider Data Pages ); and
- address to which the claim forms should be sent.

#### **Claim Forms**

When We receive a notice of claim, We will send out the necessary forms to be used to file proof of loss.

The forms to be completed and signed by an Owner, any irrevocable Beneficiary, and the Covered Annuitant, if required, will explain how to complete them and where to send them. They should be read carefully. All required information must be provided. Such proof of loss must be in the form of written documentation acceptable to Us that:

- describes and confirms that the Covered Annuitant is a Chronically III Individual;
- includes a Current Eligibility Certification from a Licensed Health Care Practitioner;
- describes and confirms the Covered Annuitant's confinement in a covered facility (if applicable);
- describes and confirms any other Covered Care the Covered Annuitant is receiving; and
- includes copies of itemized bills, paid invoices or cancelled checks for charges the Covered Annuitant incurred for Covered Care.

We must be provided with the authorization necessary for Us to request copies of the Covered Annuitant's medical records or a care provider's daily notes of care. We may choose to consult by telephone with the Licensed Health Care Practitioner who prescribed the Covered Annuitant's Plan of Care, or any care provider the Covered Annuitant used.

This information will assist Us in the evaluation of the claim so that We can determine the benefits for which the Covered Annuitant is eligible.

If We do not provide the necessary claim forms within 15 days, proof of loss can be filed without them by sending Us a letter, signed by an Owner, which describes the occurrence, the character and the extent of the loss for which a claim is being made. That letter must be sent to Us at Our Service Center within the time period stated in the following Proofs of Loss provision.

#### **Proofs of Loss**

When this Rider provides for payment for continuing loss, written proof of the loss must be given to Us within 90 days after the end of each monthly period for which benefits may be payable. For any other Covered Care expense loss covered by this Rider, written proof must be given to Us within 90 days after such loss. If it was not reasonably possible to give Us written proof in the time required, We shall not reduce or deny a claim for being late if the proof is filed as soon as reasonably possible. Unless an Owner is not legally capable, the required proof must always be given to Us no later than one (1) year from the time specified.

### OUR EVALUATION CRITERIA AND THE CLAIMS PAYMENT PROCESS How We Evaluate Claims

We will obtain information about the Covered Annuitant by working with the Covered Annuitant, an Owner, and the Covered Annuitant's personal physician, as appropriate. We will also consult with any Licensed Health Care Practitioners, agencies and other care providers the Covered Annuitant used. We will then review that information to determine eligibility for benefits. We reserve the right, as part of the review and at Our expense, to do an assessment or a physical examination of the Covered Annuitant. Similar reviews may be required, at reasonable intervals, to determine eligibility for continued benefits. We may use outside services to assist in evaluating the Covered Annuitant's condition.

On an ongoing basis, We must receive updates to the Covered Annuitant's Plan of Care and Current Eligibility Certifications. We will also need a copy of the Covered Annuitant's Medicare Explanation(s) of Benefits (or similar form for other plans and programs subject to the Non-Duplication provision) to determine which expenses (if any) are excluded from coverage.

#### **Physical Examinations**

At Our expense, We have the right to require a medical examination of the Covered Annuitant when a claim is made and at reasonable intervals while continued benefits are being claimed.

#### Time of Payment of Claim

After We receive the proper written proof of loss, We will pay any benefits then due immediately. When the loss is expected to result in on-going benefits, We will pay any benefits at the end of each monthly period after the first payment date.

#### **Payment of Claims**

Benefits will be paid to an Owner. Any benefits unpaid at Owner's death may be paid to the Owner's estate.

If benefits may be paid to the Owner's estate, We may pay a portion of those benefits, up to \$1,000, directly to someone related to the Owner by blood or marriage who is deemed by Us to be justly entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

We may pay all or a portion of any benefits for care or services the Covered Annuitant receives to the provider of the care or services, unless the Owner directs Us to do otherwise in writing by the time proofs of loss are filed. We do not require that a particular provider provide the care or services.

#### **Appealing a Claim Decision**

We will inform the Owner in writing if a claim, or any part of a claim, is denied.

#### **Appeal Process**

If it is believed that Our decision on a claim is in error, the Owner may appeal, and We will reconsider the claim. To make an appeal, the Owner must send Us a brief note (no special form needed) that tells Us why it is felt that We should change Our decision. The Owner may authorize someone else to act for him or her in this appeal process.

The written appeal should include the names, addresses and phone numbers of any providers We should contact to learn more about the health and the care received by the Covered Annuitant. This would include those physicians, health care professionals and other care providers who treated the Covered Annuitant, and the facilities from which the Covered Annuitant received care, treatment, services, equipment or other items.

We will provide the Owner with a written explanation of the reasons for any claim denial and make available all information directly related to that denial within 60 days of the date of any written claims appeal. We will immediately pay any benefits due as a result of Our reconsideration.

#### **Legal Actions**

We cannot be sued on any claim before 60 days after proof of claim has been given to Us as required by this Rider. We cannot be sued after 3 years from the time the written proof of loss is required to be given.

#### **Right To Recover**

If We pay Benefits under the Annuity Policy and this Rider, and the total of such Benefits is greater than the amount payable under the Annuity Policy and this Rider, We will have the right to recover such excess from:

- any person to whom, or for whom, such payments were made;
- any organization which should have made such payments; and
- future Benefit payments, if any.

We will have a right to:

- reimbursement for Benefits paid under this Rider, if it is found that such payments were paid in error; and
- recover any Benefits paid under this Rider as a result of fraudulent claims submitted for Covered Care not rendered or purchased.

#### **GENERAL PROVISIONS**

#### Representations

In the absence of fraud, any statement made by an Owner or the Covered Annuitant will be deemed a representation and not a warranty. Such statement may not be used in defense of a claim, unless it is contained in a signed Application.

#### **Incontestability Period**

A misstatement by an Owner or the Covered Annuitant in any Application for the Annuity Policy or this Rider may be used to rescind (void) or cancel this Rider or deny an otherwise valid claim. During the first six (6) months following the Effective Date of this Rider, We may take such action only if the misstatement was material to the issuance of this Rider. After the first six (6) months, but before the end of the first twenty-four (24) months, We may take such action only if the misstatement was material to both the issuance of this Rider and the claim for which benefits are being sought. After this Rider has been in force for twenty-four (24) months from the Effective Date of this Rider, We can take such action only if We can show that an Owner or the Covered Annuitant knowingly and intentionally misrepresented relevant facts relating to the Covered Annuitant's health.

If the Owner submits an Application for reinstatement of coverage or an increase in Benefits and the information provided in that Application contains a misrepresentation, We may rescind the reinstatement or increase or deny any reinstated or increased Benefits on an otherwise valid claim in accordance with the above provisions, provided that:

- the time limits shall refer to the time period that the reinstatement or increase in Benefits has been in effect; and
- the reference to Application shall mean the Application to reinstate coverage or increase Benefits.

No benefits will be paid under this Rider if it is rescinded or canceled. In such an event, the Policy will also be rescinded or canceled.

In the event of death of the Covered Annuitant, this provision will not apply to the remaining Death Benefit Payable under the Annuity Policy which will be governed by the incontestability provision in the Annuity Policy.

#### **Pre-Existing Conditions Not Excluded**

Except as permitted above, We will not reduce or deny any claim under this Rider because of a sickness or a physical or medical condition that existed before the Effective Date.

#### **Misstatement of Age**

If the Covered Annuitant's age is misstated, We will adjust the Rider Charges to the amounts that would have applied based on the Covered Annuitant's correct Issue Age and benefits selected. If this Rider would not have been issued at the correct Issue Age, all Rider Charges will be refunded to an Owner and this Rider will be rescinded.

#### **Conformity with State Statutes**

If any provision of this Rider is in conflict with the statutes of the state in which the Policy was delivered, the provisions of this Rider will be automatically amended to meet the minimum requirements of such statutes.

Signed for Genworth Life Insurance Company.

President

Panel Schug

Secretary



Genworth Life
Attn: TLCA New Business
3100 Albert Lankford Drive
Lynchburg, VA 24501

## Total Living Coverage Annuity application for insurance, part I

from Genworth Life Insurance Company

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Please print all answers clearly.

**Send completed form to:** 3100 Albert Lankford Drive Lynchburg, VA 24501

#### 1. Insurability profile of Proposed Annuitant

Genworth Life Insurance Company is referred to as "we," "us," or "the Company" in this application.	a. Is the Proposed Annuitant receiving home health care services, adult day care services or residing in a nursing home, an assisted living facility, any other long term care facility, or been advised by a licensed health care professional to receive such services or to enter such a facility?					
	○Yes	○ No				
A If "Yes" is answered to	hospital bed,	posed Annuitant use: a oxygen, respirator, kidi bathing, dressing, eatii	ney dialysis; or need as		ed scooter, stair lift, ner person: moving in/out	
any question in this section,	○Yes	$\bigcirc$ No				
STOP. The Proposed Annuitant is not eligible for this coverage.	Alzheimer's [	osed Annuitant been di Disease, Dementia, Fred	quent/Persistent Memo	ory Loss, Diabetes	under Treatment With	
A different application must be submitted for an annuity without		e, Parkinson's Disease, Muscular Dystrophy?	ALS (Lou Gehrig's Dise	ease), Huntington'	s Chorea, Multiple	
long term care coverage.	○ Yes	○ No				
2. Owner information						
If Corporation/Partnership,	Owner type S	Select one				
complete Business Owner Supplement Information form.	<ul><li>○ Individual</li><li>○ Other <i>Descr</i></li></ul>	○ Corporation ibe	<ul><li>Partnership</li></ul>	○ Trust		
If Trust, also complete Certification of Trustee Powers form.	Owner name First, M.I., Last			Trustee name		
	Birth/trust date	mm/dd/yyyy	Social Security/Ta	• ax ID Number		
	Relationship to Proposed Annuitant					
	Address					
	City			State •	Zip •	
	Owner e-mail a	ddress				
Provide telephone numbers and indicate preferred number.	O Home phone		○ Work phone		Cell phone	
	If Owner type above is an individual, complete citizenship information below.					
	Is the Owner a  Yes	United States citizen?  ○ No	State/country of b	- pirth		
	If "No" to the	<b>question above,</b> does	s the Owner have a Pe	rmanent Resident	Card?	
	○ Yes	○ No	If "Yes," enter Per			
			If "No," enter Ow	ner Visa number		

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#### 3. Joint Owner information

If Corporation/Partnership/	Joint Owner name First, M.I., Last					
Trust, skip to section 4.	Birth/trust date <i>r</i>	mm/dd/yyyy		Social Security	Number	
	Address			Relationship to	Proposed Annuitant	
	City			State	Zip -	
	Owner e-mail add	ress		-		
Provide telephone numbers and indicate preferred number.	O Home phone		O Work phone		Cell phone	
1	Citizenship Is the Joint Owner a United States citizen?					
	○ Yes	○ No	State/country of b	oirth		
	If "No" to the qu ○ Yes	uestion above, does t O No		he Joint Owner have a Permanent Resident Card?  If "Yes," enter permanent Resident Card number		
			If "No," enter Joint Owner Visa number			
4. Proposed Annuitant informa	ndi a m					
4. Froposed Annultant informa	First name		Middle initial	Last name		
			• Ci-l Ci+ N	•	O NA-1-	
	Birth date <i>mm/dd/yyyy</i>		Social Security N	umper	<ul><li>○ Male</li><li>○ Female</li></ul>	
					○ remaie	
	Driver's license no		•	Driver's license		
				Driver's license		
	Driver's license no			Driver's license  •  State		
Provide telephone numbers and indicate preferred number	Driver's license no Address		•  O Work phone	State	Zip	
Provide telephone numbers and indicate preferred number.	Driver's license no Address City		-	State	Zip	
	Driver's license not address City Home phone	umber	-	State	Zip	
	Driver's license not address City Home phone Cell phone Marital status Divorced Citizenship	umber  Select one	Enter preferred tine Single Widowed	State  The state of the state o	Zip • • a.m. / p.m.	
	Driver's license not. Address City Home phone Cell phone  Marital status Divorced Citizenship Is the Proposed A Yes	Select one ○ Separated	Enter preferred tine Single Widowed es citizen? State/country of b	State  The state of the state o	Zip • • a.m. / p.m.  [ • Civil union ]	

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5. Couples discount						
If "Other" selected, complete	a. With whom doe	es the Proposed <i>F</i>	Annuitant live?			
the appropriate Couples form to	○ Live alone ○ With spouse ○ Other					
determine eligibility for discount.	<b>b.</b> Does the Proposed Annuitant's spouse or other household member have long term care benefits in-force or applied for with Genworth Life?					
All discount forms, (i.e. Couples	○ Yes	$\bigcirc$ No				
form(s), application forms for a	If "Yes" to the q	uestion above,	enter spouse/other ho	usehold member informat	ion	
spouse/other as applicable) need to	Name First, M.I.,	Last		Policy/contract nur	mber	
be completed and submitted at time				•		
<b>of application</b> to determine total discounts.	Birth date <i>mm/da</i>	<i>1/уууу</i>		Social Security Nu •	ımber	
6. Benefits selection Available opt	tions for issue ages t	through 79 unless	stated otherwise			
The number of months is used	Single premium					
to calculate monthly maximum	\$					
amounts. Payments for long	Rider for long te	rm oara carvia				
term care may last longer or	_		mium with 3% Compo	und Inflation [1]		
shorter than the period selected.		Titil 17 Silligle pre	midin with 5 /0 Compo			
[1 This benefit option available	b. Without inflat	tion		Contingent selection		
through age 85.]		with 2X Single pre		If Proposed Annuitant does not pass		
	○ 72 months with 2X Single premium [¹]			underwriting, accept this application for the 24-month rider		
	O Yes			O No		
	c. With inflation				(No contract	
	<ul> <li>48 months with 1.5X Single premium [¹]</li> <li>72 months with 1.5X Single premium [¹]</li> </ul>				will be issued)	
	72 months with 1.5% Single premium [*]					
	Optional Inflation Protection benefit					
	3% Compou	und $\bigcirc$ 5% Compo	und			
7. Premium information Make ch	necks payable to Gen	worth Life Insurar	nce Company			
	Complete non-qu					
Non-qualified annuity	Source of funds					
Indicate all sources that apply.	○ 1035 exchange			ket account/certificate of	deposit/mutual fund	
	○ Cash with appli		Othor.			
0 1:5 1						
Qualified annuity	Type of contract	t desired Selec	t one			
	○ IRA					
	○ Roth IRA					
	Other qualified plan					
	Source of funds	Indicate all that	t apply			
	<ul> <li>Transfer by own</li> </ul>			owner's beneficiary		
	<ul><li>Customer rollow</li></ul>		○ Conversion/	•		
	O Direct rollover f		2 223.3.3.7			
	○ 401(a)	○ 401(k)	○ TSA/403(b)	○ Gov't 457 plan	○ Other	

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#### 8. Beneficiary information

If any owner listed in section 2 dies, any surviving owner will be the designated beneficiary of the policy irrespective of the listed beneficiary(ies) or any irrevocable beneficiary(ies).

If more than one primary beneficiary is named, the death benefit will be paid in equal shares to surviving beneficiaries unless requested otherwise. If no primary beneficiary survives and more than one contingent beneficiary is named, any death benefit they receive will be paid in equal shares unless requested otherwise.

If any beneficiary is not a U.S. citizen, attach IRS W-9 form; if non-resident alien, attach appropriate W-8 series form instead.

Additional beneficiary space is available in section 11, "Remarks."

○ Individual	<b>Try type</b> Select one ○ Corporation		○ Trust		
○ Other <i>Describe</i> Primary beneficiary	/trust name		Trustee name		
	m/dd/yyyy	Social Security/Ta	• ux ID Number		
	ner				
•				······	
City •			State •	Zip •	
Beneficiary share 0 100%	O 50%	○ 25%	○ Equally	Other	%
Beneficiary Selec		○ Primary	○ Contingent		
	Corporation		○ Trust		
Beneficiary/trust name			Relationship to Ov		
Birth/trust date <i>mr</i>	n/dd/yyyy	Social Security/Ta	x ID Number		
Address <i>If differen</i>	t from Proposed Annu	itant			
· City ·			State •	Zip •	
Beneficiary share 0 100%	○ 50%	○ 25%	○ Equally	Other	%
Beneficiary Selec		○ Primary	○ Contingent		
Beneficiary type <i>Se</i> ○ Individual ○ Other <i>Describe</i>	Corporation	○ Partnership	○ Trust		
Beneficiary/trust na	ame	Trustee name	Relationship to Ov	wner	
Birth/trust date <i>mr</i>	m/dd/yyyy	Social Security/Ta	ıx ID Number		
Address <i>If differen</i>	t from Proposed Annu	itant			
· City ·			State •	Zip •	
Beneficiary share 0 100%	○ 50%	○ 25%	○ Equally	○ Other	%

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#### 9. Restricted beneficiary payout designation (skip to section 10 if not applicable)

Restricted beneficiary payout designation only available when the Annuitant is the ONLY owner of the policy.

The contract owner is referred to as "you" and "your" in this request.

- Unless you restrict the payout option for a beneficiary in this section, the beneficiary may elect any
  distribution option provided in your contract at the time of claim
- A beneficiary with a restricted payout will not be permitted to change the option you select
- You may restrict any beneficiary
- The restricted payout selection will only be valid if the beneficiary is designated correctly in section 8 of this form
- In some cases, a trust may be a better vehicle for estate planning. Please consult with your tax advisor or financial consultant to determine if restricting the beneficiary's payout option is right for your objectives.

#### **Restricted payout options**

You have the option to restrict the payout option for any beneficiary as you designate below. The beneficiary will not be permitted to change the option you select.

If you do not select a restricted payout option, the beneficiary may elect a distribution option for death proceeds, as provided in the contract.

#### Life with certain period

This option guarantees periodic monthly payments for the lifetime of the payee with a minimum guaranteed period. If the payee lives longer than the minimum period, payments will continue for life. The beneficiary cannot accelerate, commute or redeem payments.

Income for a fixed period

This option provides for periodic payments to be made for a fixed period no longer than 30 years. If selected as a restricted payout option, the beneficiary cannot accelerate, commute or redeem payments.

#### Stretch payout

By selecting this as a restricted payout option, you are specifying that the death benefit or surrender value proceeds will be distributed in minimum annual lifetime payments based on the beneficiary's life expectancy. The beneficiary may not withdraw funds above the minimum annual payment amount or surrender the remaining contract value.

Stretch payout with temporary restrictions

This is the stretch payout, described above, that limits annual payments until a specified date to: 1) stretch payout; or 2) the greater of stretch payout or the amount specified.

#### Restricted payout selection(s)

#### Beneficiary to whom restriction applies

# Restricted payout options Select one Life with certain period Indicate certain period: 5, 10, 15, or 20 years Income for a fixed period Indicate number of years, not to exceed 30 years Stretch payout Stretch payout restricted until \_\_\_\_\_\_\* mm/dd/yyyy The greater of stretch payout or \$\_\_\_\_\_\_annual payments, restricted until \_\_\_\_\_\_\*mm/dd/yyyy Beneficiary to whom restriction applies

\*When the restriction ends, the beneficiary will continue to receive the minimum annual payment, but may withdraw all or a portion of the remaining Contract Value.

If more restricted beneficiary payout designations are desired, complete the additional designations in section 11, "Remarks."

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## Restricted payout options Select one Life with certain period Indicate certain period: 5, 10, 15, or 20 years Income for a fixed period Indicate number of years, not to exceed 30 years Stretch payout Stretch payout restricted until \* mm/dd/yyyy The greater of stretch payout or \$ annual payments, restricted until \* mm/dd/yyyy

#### **Declaration**

By signing this application in section 15:

- You designate the beneficiary and restricted payout selections as indicated in this document
- Confirm you have read and understand all of the restricted payout options and selections made
- You understand that distributions will continue until the account is fully depleted
- For nonqualified contracts, you acknowledge that the Internal Revenue Code requires that life expectancy payments to a non-spouse beneficiary must begin within 12 months of the date of death, or the entire death benefit must be distributed within 5 years of the date of death
- You understand that we will pay the entire death benefit within the required 5 year period based
  on the original date of death if we are not given due proof of death in sufficient time to begin life
  expectancy payments within the required period

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○ Yes

 $\bigcirc$  No

#### 10. Existing insurance/replacement

If "Yes" to questions "a," "c," or "d," complete (sign and date) and	<b>a.</b> Are there existin care, in-force on	g life insurance or an the life of the Propos	nnuity contracts, in sed Annuitant? <i>If</i>	cluding those with bene "Yes," provide details in	efits for long term <i>"e" below.</i>
submit all necessary life / annuity	○ Yes	○ No			
and long term care replacement forms.	service contracts	g accident and sicknoss and health care maines," provide details in the No	intenance organiza	are insurance contracts ation contracts) in-force	(including health care for the Proposed
	c. Does the Owner life insurance or  O Yes	intend to replace, en annuity contracts (in	d or change, with cluding those with	respect to the Proposed benefits for long term	Annuitant, any care) with this policy?
		intend to replace, en al or health insuranc O No		espect to the Proposed iis policy?	Annuitant, any long
Please list all existing life insurance, annuities, and long	e. Company name	)		Policy/contract nu	ımber
term care policies on the Proposed Annuitant.	Туре	Contract amount	Issue year	Replacing	LTC benefit
Proposed Annuitant.		\$		○ Yes ○ No	○ Yes ○ No
Remember, a long term care replacement form is required	Company name			Policy/contract number	
if replacing any life or annuity	Туре	Contract amount	Issue year	Replacing	LTC benefit
coverage that includes benefits for long term care.		\$		○ Yes ○ No	○ Yes ○ No
long term care.	Company name			Policy/contract number •	
	Туре	Contract amount	Issue year	Replacing	LTC benefit
		\$		○ Yes ○ No	○ Yes ○ No
	Company name			Policy/contract nu	ımber
	Туре	Contract amount	Issue year	Replacing	LTC benefit
		\$		○ Yes ○ No	○ Yes ○ No
	Company name			Policy/contract nu	ımber
	Туре	Contract amount	Issue year	Replacing	LTC benefit
	•	\$		○ Yes ○ No	○ Yes ○ No
	f. Has there been a that accelerates months? If "Yes,"	benefits for long term	are insurance cover n care in-force on t	rage or life insurance or the Proposed Annuitant	annuity contract in the past 12
	Company name			If insurance lapse	d, when did it lapse?
	Company name			If insurance lapse	ed, when did it lapse?
	<b>g.</b> Is the Proposed A	Annuitant covered by	Medicaid (not Me	dicare)?	

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11.	.R	em	arks
-----	----	----	------

If beneficiaries are needed beyond those listed in section 8, or restricted beneficiary payout	
designations in section 9, please provide full details here.	

#### 12. Representations and agreement

#### Rejection of the 5% Compound Optional Inflation Benefit:

Check below if the 5% Compound option was not selected in section 6.

O I, the Owner, have reviewed the Outline of Coverage and the graphs or charts that compare the benefits and premiums of the long term care coverage with and without inflation protection. Specifically, I have reviewed plans offering compound and no increases, and I reject the 5% Compound option.

#### **Proposed Annuitant and Owner Agreement**

By signing on the next page, I, the Proposed Annuitant and Owner (if different), agree that this application for insurance, and any amendment(s) and supplement(s) to the application that are attached to any policy delivered to the Owner will be referred to herein as the "Application."

I further represent, understand, and agree that:

- All statements in this Application are true, complete, and correctly recorded to the best of my knowledge and belief
- I will notify the insurer in writing prior to policy delivery if any statement or answer given in any part of this Application changes prior to delivery
- The insurance being applied for is suitable for the Owner's insurance needs and financial objectives
- Insurance is not being applied for as part of a plan or arrangement to transfer the policy to another party
- Only the Insurer's President, Secretary or Vice-President may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of Application, receipt or policy
- The initial premium will be set forth on the policy's schedule pages, and payment of premiums will be subject to the terms and conditions of the policy
- I, the Owner, have received the Notice to Proposed Annuitant and Owner, Consumer Privacy Notice, Outline of Coverage, Long Term Care Insurance Potential Rate Increase Disclosure Form, applicable Shoppers or Buyers Guide and the Rider for Long Term Care Services Disclosure Notice

#### 13. Telephone Interview Authorization

I, the Proposed Annuitant, understand that I may be contacted by a representative of the Company to complete Annuity-LTC application Part 2 and to verify my health history and condition(s). The decision to issue the annuity policy and LTC rider is based on any of my responses obtained during this telephone interview. By signing this application, I agree to respond honestly and complete any interview to the best of my ability and that final authorization may be requested during the telephone interview.

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#### 14. Authorization to collect and disclose information

The Genworth Life Insurance Company on page 1 of this document is referred to as "we," "us," and "our" on this page.

The Proposed Annuitant is referred to as "you" and "your" on this page.

This Authorization complies with the HIPAA Privacy Act. Our reinsurers, the medical information bureau known as MIB Inc. (MIB), consumer-reporting agencies, and all authorized representatives of these parties and we may collect Information regarding your application for insurance. The Information collected may only be disclosed as allowed or required by law to the following: other insurers to which you have applied or may apply; reinsurers; MIB; or persons who perform business, professional, or insurance tasks for them.

MIB and consumer-reporting agencies may disclose Information only as set forth in an agreement with a member company or organization. Certain laws may pertain to some kinds of Information and may further restrict disclosure of that Information. Our reinsurers and we will use the Information to evaluate the requested policy change.

**Definition of terms.** Information means facts about the Proposed Annuitant. It includes facts about the following topics: mental and physical health, including facts about communicable diseases such as HIV infection, AIDS, tuberculosis, and sexually transmitted diseases; prescription drug database; other insurance coverage; hazardous activities; character; general reputation; mode of living; finances; vocation; and other personal traits. It does not include facts about sexual orientation.

Source means medical physicians; chiropractors; physical therapists; psychologists; drug, alcohol, or mental health counselors; hospitals; clinics; drug or alcohol treatment or consultation facilities; nursing homes; mental health facilities; ambulatory care centers; facilities or offices staffed or run by care providers; medical prescription drug database; insurers; reinsurers; MIB, consumer reporting agencies; financial sources; employers; the Social Security Administration; neighbors; friends; and relatives.

#### 15. Signature

A fiduciary or representative must sign in capacity or with title and provide documentation of authority. By signing below, the Owner and Proposed Annuitant agree to the representations made in this application, and the Proposed Annuitant agrees to:

- Authorize each Source to give Information when this authorization is presented
- Accept that a copy of this authorization is as valid as the original
- Understand that he/she may revoke this authorization by sending us written notice
- Understand that he/she may request a copy of this authorization
- Acknowledge that failing to sign, changing or revoking this authorization may delay or prevent processing of the application and may result in the application being denied
- Understand that this authorization is valid for twenty-four months from the date of signing

Caution: If the answers on this application are incorrect or untrue, Genworth Life Insurance Company has the right to deny benefits or rescind the policy.

FRAUD WARNING: A PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, CONCEALS MATERIAL FACTS OR SUBMITS AN INSURANCE APPLICATION OR A CLAIM STATEMENT CONTAINING MATERIALLY FALSE INFORMATION COMMITS A CRIME OF INSURANCE FRAUD.

State where application signed

•••••••••••••••••••••••••••••••••••••••	
Proposed Annuitant signature	Date of signature
X	
Printed name of Proposed Annuitant	
Owner signature Include title if officer of firm or corporation	Date of signature
X	•
Printed name of Owner	
•	
Licensed insurance producer signature	Date of signature
X	
Licensed insurance producer name printed	

Signature of Owner is required if different from Proposed Annuitant.



Genworth Life Attn: TLCA New Business 3100 Albert Lankford Drive Lynchburg, VA 24501

# Total Living Coverage Annuity application for insurance, part II

from Genworth Life Insurance Company

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Please print all answers clearly.

Send completed form to: 3100 Albert Lankford Drive Lynchburg, VA 24501

	<b>a.</b> First nam	ie	Middle initial	Last name	
	<b>b.</b> Birth date	e <i>mm/dd/yyyy</i>	c. Social Security	· y Number	
2. Proposed Annuitan	t health information	n			
	<b>a.</b> Height • ft	in	Weight - pounds	3	
		Proposed Annuitant had anal as having any of the	, been treated for, or bee e following:	n diagnosed by a he	ealth care
		r's Disease, dementia, s nt or persistent forgetfu oss		11. Muscular Do	ystrophy No
	○ Yes	○ No		12. Organ trans ○ Yes	plant, other than corne
	2. Diabetes Insulin	under treatment with		13. Cystic Fibro	
	○ Yes	○ No		○ Yes	○ No
		with a history of Transi Attack (TIA), heart dise		14. Schizophrer psychosis	nia or other forms of
	circulator	ry/vascular disease (incli rtery disease)		O Yes	○ No ipus, Scleroderma
	○ Yes	○ No		or Crest Syr	
			, dinaga	○ Yes	○ No
		with a history of kidney	ruisease	16. Chronic rena	al failure
	○ Yes	○ No		○ Yes	○ No
		, paraplegia or quadriple g Bell's Palsy)	egia	17. Parkinson's	Disease
	○ Yes	O No		○ Yes	○ No
		ma or other lung disorde	r	18. Stroke	
		the use of oxygen		○ Yes	$\bigcirc$ No
	○ Yes	$\bigcirc$ No		19. ALS (Lou Ge	ehrig's Disease)
		row transplant within th	ne last 5	○ Yes	$\bigcirc$ No
	years ○ Yes	○ No		20. Multiple Sc	lerosis
		Ischemic Attack (TIA),	within	○ Yes	$\bigcirc$ No
		5 years or more than on		21. Huntington'	s Chorea
	○ Yes	, O No		○ Yes	$\bigcirc$ No
	9. Down's S			22. Myasthenia	a Gravis
	○ Yes	○ No		○ Yes	$\bigcirc$ No
		s of the liver			
	○ Yes	○ No			

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#### 2. Proposed Annuitant health information Continued

<b>c.</b> Does the Propose performing any o	ed Annuitant currently require assistance o f the following:	r supervision by anoth	ner person in
Assistance or supervin or out of a bed or	vision with moving chair	Toileting ○ Yes	○ No
○ Yes Bathing	○ No	Bowel or bladder co O Yes	ntrol
○ Yes Dressing	○ No	Walking ○ Yes	○ No
○ Yes Eating	○ No	Taking medications  O Yes	○ No
O Yes	○ No		
•	ed Annuitant currently use or been advised		
Home health care se  O Yes	rvices	Care in a nursing how living facility, or any	
Adult day care service		care facility	○ No
O Yes	○ No	○ Yes	O NO
of the following:	ed Annuitant currently use or been advised	by a health care profe	essional to use any
Walker ○ Yes	○ No	Oxygen  O Yes	○ No
Wheelchair ○ Yes	○ No	Respirator O Yes	○ No
Quad Cane ○ Yes	○ No	Hospital Bed ○ Yes	○ No
Motorized Scooter ○ Yes	○ No	Kidney Dialysis ○ Yes	○ No
having Rheumato	Annuitant been treated for, or been diagno id Arthritis, Osteoarthritis, Fibromyalgia, Po isorder which currently:		
Causes functional lin	•	Requires the daily us medication	se of narcotic
Requires the use of a	assistive device	○ Yes	○ No
(i.e. cane, walker) ○ Yes	○ No		
	nths, has the Proposed Annuitant had angio scular surgery or heart valve repair or repla		ss surgery, carotid
○ Yes	○ No		
	nths, has the Proposed Annuitant been trea as having congestive heart failure?	ated for, or been diagn	osed by a health
○ Yes	○ No		
i. In the past 12 mo having had a hear	nths, has the Proposed Annuitant been diaç rt attack?	gnosed by a health ca	re professional as
○Yes	○No		

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#### 2. Proposed Annuitant health information Continued

<b>j.</b> In the past 2 years, has the Proposed A	nnuitant
Had a seizure or convulsion?	
○ Yes ○ No	
Been hospitalized for depression or bi-polar  O Yes	ar disorder?
<b>k.</b> In the past 3 years, has the Proposed A professional for any of the following?	nnuitant been treated for or been diagnosed by a health care
Leukemia ○ Yes ○ No	Cancer, other than basal or Squamous cancer of the skin
Hodgkin's Disease or Lymphoma	○ Yes
○ Yes ○ No	Alcohol or drug dependency ○ Yes
I. In the past 5 years, has the Proposed A professional as having cancer of the boany metastatic cancer?	nnuitant been treated for, or been diagnosed by a health care one, brain, lung, ovary, pancreas, stomach, liver, esophagus or
○ Yes ○ No	
	d positive for the HIV (Human Immunodeficiency Virus) or care professional as having Acquired Immune Deficiency
○ Yes ○ No	
○ Yes ○ No If "Yes" please provide details: How many days did you spend in the hosp •	•
Current status of condition which caused	the hospital stay?
•	
	d Annuitant been advised by a health care professional to AIDS related test, medical evaluation or surgery that has not
○ Yes ○ No If "Yes" provide details: •	
<b>p.</b> In the past 2 years, has the Proposed A	Annuitant had multiple falls?
○ Yes ○ No If "Yes" please provide details:	
Number of falls?	Causes of falls?
Did one of these falls cause a fracture?	
○ Yes ○ No	
<b>q.</b> In the past 3 years, has the Proposed A declined?	nnuitant applied for any long term care policy/rider that was
○ Yes ○ No	
Reason for decline, if known?	Current status of condition leading to decline?
r. In the past 3 years, has the Proposed A care professional as having non-insulin	Annuitant had, been treated for, or been diagnosed by a health a dependent diabetes?
○ Yes ○ No	

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#### 3. Representations

I/We represent that the statements and answers given in this application are true, complete, and correctly recorded to the best of my/our knowledge and belief and that the insurance being applied for is suitable for the Owner's insurance needs.

I/We agree that: 1) this application will be part of the policy for which I/we apply; 2) I/We will notify the Insurer if any statements or answers given in the Application change prior to policy delivery; and 3) a verbal confirmation may be requested for this application during a telephone interview and this verbal confirmation is as valid as your written signature.

Caution: If your answers on this application are incorrect or untrue, Genworth Life Insurance Company has the right to deny benefits or rescind the policy.

FRAUD WARNING: A PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, CONCEALS MATERIAL FACTS OR SUBMITS AN INSURANCE APPLICATION OR A CLAIM STATEMENT CONTAINING MATERIALLY FALSE INFORMATION COMMITS A CRIME OF INSURANCE FRAUD.

Proposed Annuitant signature	Date of signature
X	
Proposed Annuitant name Printed	
•	
Licensed insurance producer or Examiner signature	Date of signature
X	
Licensed insurance producer or Examiner name Printed	



Genworth Life Insurance Company [Service Center: 3100 Albert Lankford Drive, Lynchburg, VA 24501 P O Box 461, Lynchburg, VA 24505-0461 888.325.5433]

## Long Term Care Insurance Outline of Coverage

from Genworth Life Insurance Company

Rider for Long Term Care Services Form Series SPDARLTC 1108

#### **NOTICE TO BUYER**

The Rider described in this Outline may not cover all of the costs associated with long term care incurred by the Covered Annuitant during the period of coverage. You are advised to periodically review carefully all limitations of the Annuity Policy and the Rider.

#### **CAUTION**

The issuance of this long term care insurance Rider is based upon your responses to the questions on the application. A copy of the application will be attached to the issued Annuity Policy. If your answers are incorrect or untrue, Genworth Life Insurance Company (called We, Us and Our in this Outline) has the right to deny benefits or rescind your coverage. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact Us at the Service Center address shown above.

#### 1. INDIVIDUAL COVERAGE

The Rider described in this Outline of Coverage is attached to, and made a part of, an individual Annuity Policy.

#### 2. PURPOSE OF THE OUTLINE OF COVERAGE

This Outline of Coverage provides a very brief description of the important features of the Rider. You should compare this Outline of Coverage to outlines of coverage for other policies and riders available to you.

This is not an insurance contract but only a summary of coverage. Only the Rider and the individual Annuity Policy contain governing contractual provisions. This means that the Rider and the annuity policy set forth in detail the rights and obligations of both the Owner and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR POLICY AND RIDER CAREFULLY!** 

#### 3. FEDERAL TAX CONSEQUENCES

This Rider is intended to be federally tax-qualified long term care insurance under section 7702B of the Internal Revenue Code of 1986, as amended.

RECEIPT OF BENEFITS UNDER THIS RIDER MAY BE TAXABLE. NEITHER WE NOR OUR AGENTS CAN PROVIDE TAX ADVICE. THE OWNER SHOULD SEEK ASSISTANCE FROM THE OWNER'S PERSONAL TAX ADVISOR TO ASSESS THE TAX CONSEQUENCES OF THIS RIDER.

#### 4. TERMS UNDER WHICH YOUR COVERAGE MAY BE CONTINUED IN FORCE OR DISCONTINUED

**RENEWABILITY. THE RIDER IS GUARANTEED RENEWABLE.** This means that the Owner has the right, subject to the terms of the Annuity Policy and the Rider, to continue the Rider in force during the Owner's lifetime as long as the Annuity Policy remains in force for the original Covered Annuitant and rider charges are paid on time. Genworth Life Insurance Company cannot change any terms of the Rider on its own, except that, in the future, IT MAY INCREASE THE CHARGES YOU PAY.

**WAIVER OF MONTHLY CHARGES BENEFIT.** The Rider includes a benefit that waives all Monthly Charges for the Rider when benefits are payable under: (1) the Home Care Benefit; (2) the Nursing Facility Benefit; (3) the Assisted Living Facility Benefit; or (4) the Bed Reservation Benefit. This waiver begins with the first Monthly Charge to be made following the date such benefits are first paid. It stops when the Covered Annuitant is no longer receiving Covered Care for which those benefits are payable.

#### 5. TERMS UNDER WHICH THE COMPANY MAY CHANGE PREMIUMS

We may change the rates charged for the Rider when We change the rates on a class basis for all riders on the same form and coverage as this Rider that are delivered in the same state as this Rider. We will notify the Owner at least 60 days before the anniversary date on which such change made by Us would take effect. The rate change will never exceed guaranteed maximum rates applicable to the Rider for the corresponding Policy Anniversary. Rates will also change when Rider Coverage is changed upon written request of the Owner.

#### 6. TERMS UNDER WHICH THE RIDER MAY BE RETURNED AND PREMIUM REFUNDED

Unconditional 30-Day Free Look: The Owner has 30 days to return the Rider to Us if the Owner is not satisfied with the Rider for any reason. The Rider may be returned to Our Service Center at the above address or to any life insurance agent or producer appointed by Us. Immediately upon return of the Rider or denial of the Application for the Rider, the Annuity Policy and Rider will be deemed void from the beginning; and any premium paid will be returned.

The Rider does not contain provisions providing for a refund or partial refund of the charges for the Rider upon the death of the Covered Annuitant or surrender of the Rider.

#### 7. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us. Neither We, nor Our agents represent Medicare, the federal government, or any state government.

#### 8. LONG TERM CARE COVERAGE

Policies and riders of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventative, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community, or in the home.

The Rider provides coverage in the form of reimbursement for expenses incurred by the Covered Annuitant for Covered Care received after the Coverage Commencement Date. Payment is subject to the Elimination Period, limitations, and all other terms and conditions of the Annuity Policy and Rider. THIS RIDER DOES NOT COVER EXPENSES INCURRED PRIOR TO THE COVERAGE COMMENCEMENT DATE.

#### 9. BENEFITS PROVIDED BY THE RIDER

- (a) Covered Services: We will pay benefits to the Owner as reimbursement for expenses incurred by the Covered Annuitant for Covered Care, subject to the terms and conditions of the Rider then in effect. Some Covered Care expenses, as described below, are subject to a Rider Monthly Maximum, and benefits paid for such Covered Care for any one month will not exceed the applicable Rider Monthly Maximum in effect. Benefits cease when both the Rider Coverage Maximum and the Annuity Value are reduced to zero.
- (b) Institutional Benefits: These Benefits are subject to the Elimination Period and Rider Monthly Maximum.

The Nursing Facility Benefit and Assisted Living Facility Benefit pay for Covered Expenses incurred while confined in a Nursing Facility or Assisted Living Facility. This includes room and board charges, but not prescription drugs provided by the facility while the Covered Annuitant is confined there as a resident inpatient.

Bed Reservation coverage is available for up to 60 days per Policy Year for temporary absences from a Nursing Facility or Assisted Living Facility when the Covered Annuitant is charged to reserve accommodation in the facility.

The International Coverage Benefit provides limited coverage for confinement in an Out-of-Country Nursing Facility.

#### (c) Non-Institutional Benefits: These include the following:

The Home Care Benefit covers services received at home and in the community for:

- Adult Day Care.
- Nurse and Therapist Services.
- Home Health Aide and Personal Care Services, Homemaker Services and Chore Services. Providers of these services do not need to be affiliated with a home health care agency and care can come from someone, other than a family member, who is qualified by training and/or experience.
- Hospice Care.

## Outline of Coverage Page [3] of [6]

The Elimination Period does not apply to this Benefit, but any days for which Home Care Benefits are payable will be used to satisfy the Elimination Period. Payment of this Benefit stops when both the Rider Coverage Maximum and the Annuity Value are reduced to zero. This Benefit will not be payable at the same time as any benefits for confinement in a Nursing Facility, Assisted Living Facility, or Out-of-Country Nursing Facility, or under the Bed Reservation Benefit.

Privileged Care<sup>©</sup> Coordination Services are offered to assist in identifying care needs and community resources available to deliver care while the Covered Annuitant is a Chronically Ill Individual. When you choose to use these services they will be furnished by a Privileged Care Coordination team provided by Us at no cost to you.

The Respite Care Benefit is designed to cover short-term care furnished to relieve the person who normally and primarily provides the Covered Annuitant with care in his or her home on a regular, unpaid basis. It provides for payment under the Nursing Facility, Assisted Living Facility and Home and Community Care Benefits for up to 60 days per calendar year.

The Caregiver Training Benefit pays up to 20% of the Rider Monthly Maximum for expenses incurred to train an unpaid informal caregiver to care for the Covered Annuitant in the Covered Annuitant's home.

The Supportive Equipment Benefit pays up to 2 times the Rider Monthly Maximum for expenses, including installation fees, labor and related costs, incurred for the purchase or rental of Supportive Equipment, if such equipment is: (a) intended to assist the Covered Annuitant in living at Home by relieving the Covered Annuitant's need for direct physical assistance; and (b) expected to enable the Covered Annuitant to remain at Home for at least 90 days after the date of purchase or first rental.

The Alternate Care Benefit may, subject to Our approval and mutual agreement, pay for Covered Expenses incurred for services, devices or treatments that are Qualified Long Term Care Services not specifically covered under another Benefit.

#### (d) Eligibility for the Payment of Benefits: For benefits to be payable under this Rider:

- the Covered Annuitant must be a Chronically Ill Individual;
- We must receive a Current Eligibility Certification for the Covered Annuitant; and
- We must receive ongoing proof which demonstrates that the Covered Care the Covered Annuitant receives is needed due to his or her continually being a Chronically Ill Individual. The proof can be based on information from: care providers; personal physicians; and other Licensed Health Care Practitioners.

**Conditions:** Benefits will be paid for Covered Expenses incurred for Covered Care services that meet all of the following conditions:

- the Covered Care expenses must be incurred on or after the Coverage Commencement Date;
- an Owner must elect to claim benefits under the Rider;
- the payment of any benefit amount must be approved by any irrevocable Beneficiary;
- the Covered Care is provided pursuant to a written Plan of Care prescribed by a Licensed Health Care Practitioner;
- the Covered Annuitant has not exhausted any limits applicable to the specific benefits claimed;
- the Covered Annuitant meets all additional requirements for the specific benefits claimed;
- the Covered Annuitant satisfies any applicable Elimination Period;
- the Rider must be in force on the date the expense, fee, or charge for an item of Covered Care is incurred. An expense, fee or charge will be considered to be incurred on the day on which the Covered Care is received; and
- the care, service, cost or item for which benefits are payable must meet the definition of a Qualified Long Term Care Services.

Once We determine that the Covered Annuitant is eligible for benefits, the Covered Annuitant's eligibility for benefits will continue for as long as the Covered Annuitant continues to be a Chronically Ill Individual, and both the Rider Coverage Maximum and the Annuity Value have not been reduced to zero. We reserve the right to perform periodic reassessments of the Covered Annuitant's eligibility.

Activities of Daily Living means the following self-care functions: bathing (washing oneself); continence (control of bowel and bladder functions); dressing (putting on and taking off clothes and assistive devices); eating (taking nourishment); toileting (including performing associated personal hygiene tasks); and transferring (moving in and out of a bed, chair or wheelchair).

Chronically Ill or Chronically Ill Individual refers to a person who has been certified by a Licensed Health Care Practitioner as:

- Being unable to perform, without Substantial Assistance from another individual, at least two (2) Activities of Daily Living due to a loss of functional capacity. In addition, this loss of functional capacity must be expected to exist for a period of at least 90 days; or
- Requiring Substantial Supervision to protect the person from threats to health and safety due to Severe Cognitive Impairment.

## Outline of Coverage Page [4] of [6]

*Covered Annuitant* means the person named as the Annuitant in the application for this Rider. Covered Annuitant does not include any other persons who may be covered by an added benefit Rider.

Coverage Commencement Date: The later of 1/1/2010 or the Effective Date of the Annuity Policy if the Rider Coverage Maximum equals the Single Premium; and 1 year after the Effective Date of the Annuity Policy in all other instances. Covered Care expenses incurred prior to the Coverage Commencement Date are NOT covered under this Rider.

Covered Care means only those Qualified Long Term Care Services received by the Covered Annuitant for which the Rider pays benefits or would pay Benefits in the absence of an Elimination Period.

Current Eligibility Certification is a Licensed Health Care Practitioner's written certification, made within the preceding 12-month period, that the Covered Annuitant meets the above requirements for being a Chronically Ill Individual.

Elimination Period means the total number of days beginning on or after the Coverage Commencement Date on which the Covered Annuitant remains a Chronically Ill Individual and receives Covered Care before benefits are payable. The Elimination Period is 90 days, and can be satisfied by days for which payment would otherwise be made under those Benefits to which it applies. Days used to satisfy the Elimination Period do not need to be consecutive and can be accumulated over time. The Elimination Period only needs to be satisfied once during the Covered Annuitant's lifetime.

Licensed Health Care Practitioner means any of the following who is not a member of the Covered Annuitant's Immediate Family: (a) a physician as defined in Section 1861(r)(1) of the Social Security Act; (b) a registered professional Nurse; (c) a licensed social worker; or (d) any other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Qualified Long Term Care Services means the necessary diagnostic, preventative, therapeutic, curative, treatment, mitigation, and rehabilitative services, and Maintenance or Personal Care Services which are: (a) required if the Covered Annuitant becomes a Chronically Ill Individual; and (b) provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

Rider Coverage Maximum means the maximum amount of benefits payable for Covered Care under the Rider. Initially the applicable Rider Coverage Maximum is the amount for which application has been made. This amount may be increased over time in accordance with any inflation protection benefit increases; decreased due to benefit payments and withdrawals under the Annuity Policy; and reduces to zero on the Annuity Date and when the death benefit is paid under the Annuity Policy.

Rider Monthly Maximum means the maximum used for determining the amount We will pay for Covered Care expenses incurred under all of the following Benefits combined: (a) the Home Care Benefit; (b) the Nursing Facility Benefit; (c) the Assisted Living Facility Benefit; (d) the Bed Reservation Benefit; (e) the Respite Care Benefit; and (f) the International Coverage Benefit. The Rider Monthly Maximum is also used to determine the maximum amounts payable for benefits in this Rider. Initially the Rider Monthly Maximum is the amount for which application has been made. This amount may be increased over time in accordance with any inflation protection benefit increases; and decreased due to withdrawals under the Annuity Policy.

Severe Cognitive Impairment is a loss or deterioration in intellectual capacity that is: (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and (b) measured by clinical evidence and standardized tests that reliably measure impairment in the person's: (1) short-term or long-term memory; (2) orientation as to people, places, or time; (3) deductive or abstract reasoning; (4) judgment as it relates to safety awareness.

Substantial Assistance is either:

- Hands-on Assistance, which is the physical assistance (minimal, moderate or maximal) of another person without which the Covered Annuitant would be unable to perform the Activity of Daily Living; or
- Standby Assistance, which is the presence of another person within arm's reach of the Covered Annuitant that is necessary to prevent, by physical intervention, injury to the Covered Annuitant while he or she is performing the Activity of Daily Living.

Substantial Supervision means continual supervision (which may include verbal cueing, prompting, gestures, or other demonstrations) by another nearby person that is necessary to protect the severely cognitively impaired individual from threats to his or her health or safety (such as may result from wandering).

#### 10. EXCLUSIONS AND LIMITATIONS

**Pre-Existing Conditions Coverage:** There are no pre-existing conditions exclusions or limitations.

**Non-eligible Facilities/Providers:** A Nursing Facility, Assisted Living Facility or Out-of-Country Nursing Facility must meet the applicable definition stated in the Rider. Those definitions exclude the Covered Annuitant's Home and any facility 44933 TLCA OC 1108

## Outline of Coverage Page [5] of [6]

which is a hospital or clinic, a subacute care or rehabilitation hospital or unit, or a place which operates primarily for the treatment of alcoholism, drug addiction, or mental illness. The Covered Annuitant's *Home* means the Covered Annuitant's primary place of residence in the area the Covered Annuitant uses principally for independent residential living. This could be: a house; a condominium; an apartment; a unit in a congregate care community; or a similar residential environment.

Non-eligible Levels of Care: Coverage is not based on the specific level of care, but is for care furnished for a specific covered reason, by or through the covered facilities and providers. Care from Immediate Family members is not covered.

Exclusions/Exceptions and Limitations: No payment will be made for any expenses incurred for any room and board, care, treatment, services, equipment or other items:

- Provided by a member of the Covered Annuitant's Immediate Family, unless: (a) he or she is a regular employee of the organization that is providing the services; and (b) such organization receives payment for the services; and (c) he or she receives no compensation other than the normal compensation for employees in her or his job category.
- For which no charge is normally made in the absence of insurance.
- Provided outside of the United States of America, its territories and possessions, except as described in the International Coverage Benefit.
- Provided by or in a Veterans Administration or federal government facility, unless a valid charge is made to the Covered Annuitant or the Covered Annuitant's estate.
- Resulting, directly or indirectly, from: (a) war or act of war, whether declared or not; (b) attempted suicide or an intentionally self-inflicted injury; or (c) the Covered Annuitant's alcoholism or addiction to drugs or narcotics, but not addiction that results from the administration of those substances in accordance with the advice and written instructions of a duly licensed physician.

**Note:** We will pay benefits for Alzheimer's disease, subject to the same exclusions, limitations and provisions otherwise applicable to other Covered Care provided under the Rider.

**Non-Duplication:** Benefits will be paid only for expenses for Covered Care that are in excess of the amount paid or payable under Medicare (including amounts that would be reimbursable but for the application of the a deductible or coinsurance amount) and any other federal, state or other governmental health care program or law (except Medicaid). However, this Non-Duplication provision will not disqualify a Covered Care expense to be used to satisfy the Elimination Period.

**Coordination with Other Coverage:** Benefits may be adjusted if you have other long term care coverage. This can occur when needed to reduce our payments so that the total paid under this and all other long term care coverage is not more than the actual expense incurred.

THE RIDER MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH THE COVERED ANNUITANT'S LONG TERM CARE NEEDS.

#### 11. RELATIONSHIP OF COST OF CARE AND BENEFITS

Because the cost of long term care services will likely increase over time, the Owner should consider whether and how the benefits of this plan may be adjusted. 3% Inflation Protection is included when the plan purchased had the Rider Coverage Maximum equal to the Single Premium. For all other plans, one of the following Inflation Protection Benefits may be selected at the time of application. Increases will be available to pay for expenses incurred on or after the date of the increases and while Rider coverage is in force. Benefit Increases cease on the earliest of: (a) the date the Rider Coverage Maximum is exhausted; or (b) the date the Inflation Protection Benefit is terminated.

3% or 5% Compound Optional Inflation Protection Benefit: If Inflation Protection is in effect, the Rider Monthly Maximum will be increased on each Policy Anniversary by an amount equal to the applicable percentage of the Rider Monthly Maximum in effect immediately prior to the increase. The remaining Rider Coverage Maximum will increase by the same proportion that the Rider Monthly Maximum increased.

When the Inflation Protection Benefit is selected as an option, Rider charges will be higher; but they will not increase due to a change in age or the automatic benefit increases. At the end of this Outline is a graphic comparison of the benefit levels of a rider that increase benefits over the coverage period with a rider that does not increase benefits. A relative cost comparison chart illustrates initial premiums for those types of Inflation Protection.

#### 12. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS

Once insurance is in force, coverage is provided if the Covered Annuitant is clinically diagnosed as having Alzheimer's disease or related degenerative and dementing illnesses and meets the "Eligibility for the Payment Benefits" and "Conditions for Payment" requirements described in the Rider.

## Outline of Coverage Page [6] of [6]

#### 13. RIDER CHARGES

The monthly charges for the Rider and the Optional Inflation Protection Benefit, if applicable will be deducted each month from the Annuity Value of the Annuity Policy to which the Rider is attached. The initial charges will be shown in the Rider Data Pages of the issued Rider.

NO LAPSE GUARANTEE - The Rider will not terminate if there is insufficient Annuity Value to make a required Rider charge deduction.

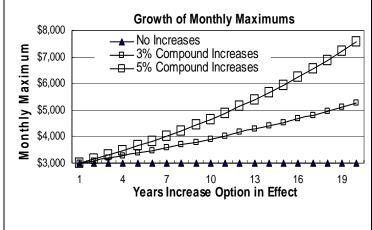
#### 14. ADDITIONAL FEATURES

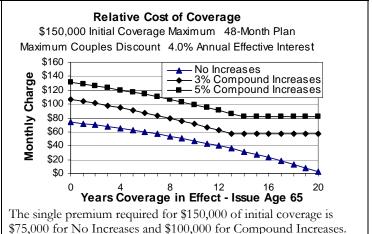
The issuance of the Rider is subject to medical underwriting.

The Rider may also provide, subject to stated conditions, a Nonforfeiture Benefit which applies if the Rider terminates for any reason other than death of the Covered Annuitant or the Rider Coverage Maximum being exhausted after having been in force for at least three (3) years. It will continue Rider coverage with a reduced Rider Coverage Maximum equal to the greater of: (a) the Rider Monthly Maximum under the Rider at the time of termination; and (b) the sum of all monthly charges paid by the Owner for the Rider. A similar Contingent Nonforfeiture Benefit is available as an alternative if the Rider terminates in the event of a substantial cumulative increase in rider charges.

#### 15. ANSWERS TO QUESTIONS

CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG TERM CARE INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR RIDER FOR LONG TERM CARE SERVICES.







Genworth Life Attn: TLCA New Business 3100 Albert Lankford Drive Lynchburg, VA 24501

### Long term care insurance Personal Worksheet

from Genworth Life Insurance Company

Page 1 of 2

- Complete and return with application
- An approved policy will not be issued until the Long Term Care Insurance Personal Worksheet has been completed and received by the company

#### Section A

All references to 'you' on this form apply to the owner.

People buy long term care insurance for many reasons. Some don't want to use their own assets to pay for long term care. Some buy insurance to make sure they can choose the type of care they get. Others don't want their family to have to pay for care or don't want to go on Medicaid. But long term care insurance may be expensive, and may not be right for everyone.

By state law, the insurance company must fill out part of the information on this worksheet and ask you to fill out the rest to help you and the company decide if you should buy this policy.

Premium information and policy/rider form number:

A Single Premium Deferred Annuity Policy **SPDAPLTC 1108** with Rider for Long Term Care Services **SPDARLTC 1108** or state equivalent.

The single premium for this policy including the rider(s) is \$

Type of rider(s)

Guaranteed Renewable Long Term Care riders.

The company's right to increase rates

The company has a right to increase charges on this rider form in the future, provided it raises rates on all similar riders in the same class in this state.

Rate increase history

The company has sold long term care insurance since 1974 and has sold this policy since 2009. The company has never raised its rates for this or similar long term care riders it has sold in this or any other state.

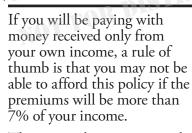
Questions related to your income

This insurance product is designed as a single premium policy in which you set the single premium.

#### How will you pay for your single premium?

From my income	○ My family will pay
O From my savings/investments	
TITLE .	

#### **Section B**



The national average annual cost of long term care in 2008 was \$76,460, but this figure varies across the country. In ten years the national average cost would be about \$124,545 if costs increase 5% annually.

What is your annua	l income?	Check one
--------------------	-----------	-----------

○ Under \$20,000	)	С	\$30,000-\$40,0	000		Over \$50
\$20,000-\$30,0	000	C	\$40,000-\$50,0	000		
How do you ex	pect your inc	ome to	change in th	e next 10	years?	Check one
○ No change	<ul><li>Increase</li></ul>	C	Decrease			
Will you buy in	flation proted	ction?	Check one	○ Yes		$\bigcirc$ No
lf not, have you future costs an						
○ From savings/	investments	C	From income	O My fa	mily will	pay
Elimination Dor	hoi					

#### Elimination Period

The elimination period under the rider is 90 days. Based on the year 2008 figures provided above, this means that approximately \$18,853 in nursing home costs will be incurred before benefits are payable.

How are you planning to pay for care during the Elimination Period? Check one

<ul><li>From savings/investments</li></ul>	O From income	○ My family will pay

#### **Section B** Continued

Questions related to your savir	ngs and investments			
If you are buying this		ngle premium, about how much are all of yo	our	
coverage primarily to protect	assets (your savings & investments) worth? Check one			
your assets and your assets	O Under \$20,000	O \$30,000-\$50,000		
are less than \$30,000, you may wish to consider other	\$20,000-\$30,000	Over \$50,000		
options for financing your	How do you expect your assets	s to change over the next 10 years? Check or	ne	
long term care.	<ul> <li>Stay about the same</li> </ul>	○ Increase ○ Decrease		
Disclosure statement				
Check one.	O The answers to the preceding q	uestions accurately describe my financial situation	on	
		formation (in section B that begins on the prior rification of Financial Non-Disclosure below.		
	Check the box to acknowledge you	have read the following statement and sign belo	 )W.	
This box must be checked.	I acknowledge that the carrier a form with me including the prem	and/or its agent/producer (below) has reviewed the nium, premium rate increase history and potentian Inderstand the above disclosures. I understa	his al for	
	Owner name Printed			
		OR DID		
	Owner signature X	Date of signature		
	I explained to the owner the im	portance of completing this information.		
	Agent/Producer name <i>Printed</i>			
	Agent/Producer signature X	Date of signature		
Complete this section only if your agent/	My agent/producer has advised me me. However, I still want the compa	e that this policy does not seem to be suitable for any to consider the application.	r	
producer has advised you that this policy may	Owner signature	Date of signature		
not be suitable for you.	XTTON			
DISTRI	The company may contact you to ve	erify your answers.	<u> </u>	
Varification of Financial Non F	Nicologue When applicable	•		
Verification of Financial Non-D	· · · · · · · · · · · · · · · · · · ·	forms with warm signed Danser of Manhabast		
		form with your signed Personal Worksheet.	.1.4.	
		erage (policy and rider). I still choose not to comp ed in the <b>Long Term Care Insurance Personal</b> ur review of the application.		
	O No, I have decided not to buy th	is coverage (policy and rider) at this time.		
	Owner name <i>Printed</i>			
1	Owner signature	Date of signature		
	X			
Please always complete	DR	KIL TO		
	Printed name of proposed annuitan	nt Date of birth		



# SPDA-long term care insurance potential rate increase disclosure form

For Rider for Long Term Care Services from Genworth Life Insurance Company

Genworth Life Attn: TLCA New Business 3100 Albert Lankford Drive Lynchburg, VA 24501

Page 1 of 2

#### **Disclosures**

- 1. The monthly charge(s) that is (are) applicable to you and that will be in effect until a request is made and approved for an increase is (are) provided with your application.
- 2. The monthly charge(s) for rider coverage will be shown on the rider data pages of your policy.
- 3. Rate Schedule Adjustments:

Any rate schedule adjustments or changes will be effective on the policy anniversary and the company will give you 60 days prior written notice of such change.

#### 4. Potential Rate Revisions:

**This rider is Guaranteed Renewable.** This means that the rates for rider coverage may be increased in the future. Your rate schedule CANNOT be increased due to your increasing age or declining health, but your rate schedule may go up based on the experience of all owners with a rider similar to yours.

If you receive a rate schedule increase in the future, you will be notified of the new rate schedule and you will be able to exercise at least one of the following options:

- Pay the increased charge and continue your policy and rider coverage in force as is
- Reduce your rider benefits to a level such that your charges will not increase (Subject to state law minimum standards.)
- Exercise your nonforfeiture option
- Exercise your contingent nonforfeiture rights

#### Contingent Nonforfeiture See example on Page 2

If the rate for your rider goes up in the future, you may be eligible for contingent nonforfeiture. Here's how to tell if you are eligible:

You will keep some rider coverage, if:

- Your rate after the increase exceeds your original rate by the percentage shown (or more) in the following table; and
- You terminate the rider within 120 days of the increase.

The amount of coverage (i.e., new lifetime maximum benefit amount) you will keep will equal the total amount of rider charges you've paid since your rider was first issued. If you have already received benefits under the rider, so that the remaining maximum benefit amount is less than the total amount of rider charges you've paid, the amount of coverage will be that remaining amount.

Except for this reduced lifetime maximum benefit amount, all other rider benefits will remain at the levels attained at the time of termination and will not increase thereafter.

Should you choose this Contingent Nonforfeiture option, your rider, with this reduced maximum benefit amount, will be considered "paid-up" with no further charges taken.



#### Example

- You bought the rider at age 65 and paid \$1,000 in annual rider charges for 10 years, so you have paid a total of \$10,000 in rider charges
- In the eleventh year, you receive a rate increase of 50%, or \$500 for a new annual rider charge of \$1,500, and you decide to terminate the rider
- Your "paid-up" rider benefits are \$10,000 (provided you have a least \$10,000 of benefits remaining under your rider)

Cumulative Rate Increase over Initial Rate that qualifies for Contingent Nonforfeiture					
Annuitant's Issue Age	Percent Increase Over Initial Rate	Annuitant's Issue Age	Percent Increase Over Initial Rate	Annuitant's Issue Age	Percent Increase Over Initial Rate
29 and under	200%	66	48%	79	22%
30-34	190%	67	46%	80	20%
35-39	170%	68	44%	81	19%
40-44	150%	69	42%	82	18%
45-49	130%	70	40%	83	17%
50-54	110%	71	38%	84	16%
55-59	90%	72	36%	85	15%
60	70%	73	34%	86	14%
61	66%	74	32%	87	13%
62	62%	75	30%	88	12%
63	58%	76	28%	89	11%
64	54%	77	26%	90 and over	10%
65	50%	78	24%		







 SERFF Tracking Number:
 GEFA-126023303
 State:
 Arkansas

 Filing Company:
 Genworth Life Insurance Company
 State Tracking Number:
 41477

Company Tracking Number: SPDAPLTC 1108

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

#### **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: GEFA-126023303 State: Arkansas
Filing Company: Genworth Life Insurance Company State Tracking Number: 41477

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

#### **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Flesch Certification 02/05/2009

Comments: Attachment:

FleschScoreCert.pdf

Review Status:

Satisfied -Name: Compliance Certification 02/06/2009

Comments: Attachment:

ARCompRule19.pdf

**Review Status:** 

Satisfied -Name: Fraud Warnings disclosure 02/06/2009

Comments: Attachment:

GEFA-1950\_0106.pdf

**Review Status:** 

Satisfied -Name: Variability Certification 02/06/2009

Comments: Attachment:

Statement of Variability.pdf

**Review Status:** 

Satisfied -Name: Contract Summary 02/06/2009

Comments: Attachment:

SPDAPLTC Con Sum 1108.pdf

# FLESCH SCORE CERTIFICATION GENWORTH LIFE INSURANCE COMPANY

We certify that to the best of our knowledge and belief, the Flesch score of the below-referenced forms meet any readability requirements in effect in your state:

Form Number	Title	Flesch Score
SPDAPLTC 1108	Individual Single Premium Deferred Annuity Policy	57.0
SPDARLTC 1108	Rider for Long Term Care Services	51.9
44933 TLCA Ap1 1008	Total Living Coverage Annuity Application for Insurance Part I	51.0
44933 TLCA Ap2 1008	Total Living Coverage Annuity Application for Insurance Part II	50.8
44933 TLCA OC 1108	Long Term Care Insurance Outline of Coverage	53.1
44933 TLCA Suit 1108	Long Term Care Insurance Personal Worksheet	72.5
44933 TLCA Rate D 1108	SPDA-Long Term Care Insurance Potential Rate Increase	55.2
	Disclosure Form	

By:

Vice President, Product Compliance

#### CERTIFICATE OF COMPLIANCE WITH ARKANSAS RULE & REGULATION 19

Insurer: Genworth Life Insurance Company

#### Form numbers:

SPDAPLTC 1108, Individual Single Premium Deferred Annuity Policy SPDARLTC 1108, Rider for Long-Term Care Services 44933 TLCA Ap1 FW24 1108, Total Living Coverage Annuity Application for Insurance Part I 44933 TLCA Ap2 FW 1108, Total Living Coverage Annuity Application for Insurance Part II 44933 TLCA OC 1108, Long Term Care Insurance Outline of Coverage 44933 TLCA Suit 1108, Long Term Care Insurance Personal Worksheet 44933 TLCA Rate D 1108, SPDA-Long Term Care Insurance Potential Rate Increase

I hereby certify that the filing above meets all applicable Arkansas requirements, including the requirements of Rule and Regulation 19 (Unfair Sex Discrimination).

Carl Justan !
Signature of Company Officer
Paul Loveland
Name of Company Officer
Vice President, Product Compliance
Title
February 6, 2009
Date

## Fraud Warnings



First Colony Life Insurance Company (FCL) • Genworth Life Insurance Company (GLIC) Genworth Life and Annuity Insurance Company (GLAIC)

700 Main Street • Lynchburg, VA 24504

#### **ARKANSAS and LOUISIANA**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information on an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or insurance agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding or attempting to defraud a policyholder or claimant with regard to an insurance settlement or award shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

#### **DISTRICT OF COLUMBIA**

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

#### **FLORIDA**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

#### **KENTUCKY**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

#### **MAINE and TENNESSEE**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

#### **NEW JERSEY**

Any person who includes any false or misleading information on an application for an insurance policy, is subject to criminal and civil penalties.

#### **NEW MEXICO**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information on an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

#### OHIO

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

#### **PENNSYLVANIA**

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Form No. GEFA 1950 1/2006

# GENWORTH LIFE INSURANCE COMPANY STATEMENT OF VARIABILITY January 13, 2009

RE: SPDAPLTC 1108, Individual single premium deferred annuity policy

SPDARLTC 1108, Rider for Long Term Care Services

44933 TLCA Ap1 1108, Total Living Coverage Annuity Application for Insurance Part I

44933 TLCA Ap2 1108, Total Living Coverage Annuity Application for Insurance Part II

44933 TLCA Suit 1108, Long Term Care Insurance Personal Worksheet

44933 TLCA OC 1108, Long Term Care Insurance Outline of Coverage

44933 TLCA Rate D 1108, SPDA-Long Term Care Insurance Potential Rate Increase Disclosure Form

Variable text includes the policy's data pages, rider data pages, table of contents, Company's addresses and phone numbers, and other duly bracketed text. Variable text will not include amounts or text that is contrary to the state's insurance laws.

#### **ALL FORMS**

- Home Office, Service Center Address, Phone Numbers: Will insert the address and phone numbers of the Home Office and Service Center.
- Signatures, Titles: Will insert signature of current company President and Secretary, if applicable.
- The Company's logo(s) or trademarks may be added to the cover page as appropriate. Barcodes may be added to each page as appropriate.

#### **BRACKETS**

• Hard Brackets [] – Denote that text is variable.

#### SPDAPLTC 1108, Individual Single Premium Deferred Annuity Policy

- Policy Data Page 3
- General Policy Information, Page 3: Will insert the following information:
  - · Owner: Name of Owner
  - Joint Owner If shown in application: Name of Joint Owner
  - · Annuitant: Name of Annuitant
  - Gender: Gender of the Annuitant
  - Issue Age: Issue Age of the Annuitant
  - Policy Number: As assigned by the Company
  - Policy Type: "Non-Qualified Deferred Annuity" or "Qualified Deferred Annuity"
  - Effective Date: Date the policy is issued and becomes effective
  - Annuity Commencement Date: The later of the Annuitant's attained age 95 or 10 years from the Effective Date
  - Single Premium: The Single Premium received
  - Premium Bonus Credit: The amount of the bonus or "Not Applicable"
  - Maximum Single Premium: The maximum amount the company will accept for a single premium Maximum Cumulative Premium Payment: The maximum amount the company will accept for all annuities with this company
  - Minimum Annuity Value Requirement: The minimum annuity value the company will allow after a withdrawal other than benefit payments made under rider
  - Initial Guarantee Term: The initial period of time the initial interest rate is guaranteed
  - Renewal Guarantee Term: The period of time the renewal interest rate is guaranteed
  - Initial Base Interest Rate: The interest rate that is Guaranteed for the Initial Guarantee Term
  - Initial Additional Interest Rate: Would print if additional interest were being credited
  - First Policy Year of Initial Guaranteed Term: Would print and show the time period of the additional interest rate and the additional interest rate percentage
  - Remaining Period of Initial Term: Would print if additional interest were being credited and would show any additional interest, if any, being credited for the remaining Initial Term
  - Minimum Guaranteed Interest Rate: Minimum Guaranteed Interest Rate is variable; however, it will not

be changed except as described in the actuarial memorandum. Upon approval the new interest rate will then apply to all new policy owners

- Premium Tax Rate: The Premium Tax Rate required by the policy owner's state
- Monthly Policy Fee: The monthly policy fee can vary from 0 to \$6.00 month
- Premium Expense Charge: The Premium Expense Charge is variable from 0 to 3%
- Minimum Withdrawal Amount: The minimum amount the company will allow to be withdrawn from the annuity value
- Free Withdrawal Percentage: The percentage of the annuity value as of the end of the prior policy year (single premium in the first policy year) that can be withdrawn without a surrender charge
- Table of Surrender Charges, Page 3A
  - The Surrender Charges will be shown as a percentage and the footnotes may change if new surrender charges are filed, if required. The new surrender charges will only apply to new policy owners
- · Guarantee Table of Values, Page 3B
  - The Guaranteed Table of Values will be shown based upon Policy Year, Single Premium, Minimum Guaranteed Interest Rate, the Initial Base Interest Rate (and any applicable Initial Additional Interest Rate) and the Table of Surrender Charges (including any Free Withdrawal Percentage)

#### SPDARLTC 1108, Rider for Long Term Care Services

- Rider Data Page 3 and 3A:
  - Coverage Commencement Date: This date is the later of 1/1/2001 (which is the effective date of the Pension Protection Act) or the effective date when the LTC Initial Coverage Maximum equals the single premium; and 1 year from the effective date when the initial Coverage Maximum is greater than the single premium
  - Rider Rate Classification: [Individual] [Couples Discount Level 1] [Couples Discount Level 2]
  - Rider Coverage Maximum: The amount of the Rider Coverage Maximum will be indicated
  - Rider Monthly Maximum: The amount of the Rider Monthly Maximum will be indicated
  - Inflation Protection Benefit: This is an optional benefit. If the benefit is not included, "Not Included" will be indicated across from the benefit name. If the benefit is included, the Schedule may or may not indicate "Included" across from the benefit name, as the actual inflation benefit amount will be indicated beneath the benefit name.
  - Compound Benefit Increase: The Compound Benefit Increase percentage will be as selected by the applicant in the application
  - Initial Monthly Rider Charges: The actual rider charge for the insured's coverage will be indicated for the Rider for Long Term Care Services
  - Additional Charge for the Inflation Protection Benefit: Will print "None" or the applicable amount, if any.
  - Changing Rider Coverage: The appropriate version will be printed based on the relationship of the Rider Coverage maximum to the Annuity Value. The first version applies when the Rider Coverage Maximum is a multiple of the Annuity Value; and the second version when they are equal. This may be omitted in its entirety.
  - Tables appearing on Rider Data Pages 4 and 4A:
    - The Table of Monthly Risk Rates charges appearing on page 4 is variable and will reflect the actual rates applicable to the insured's coverage

#### 44933 TLCA Ap1 1108, Total Living Coverage Annuity Application for Insurance Part I

#### Page 1.

Service center address: Will insert the current address of the service center.

Send completed form to: Will insert the current mailing address.

#### Page 2, Section 4. Proposed Annuitant Information

Civil Union: If required by law, will extend to civil union partners. Will not print if not required in any state.

#### Page 3, Section 6. Benefits selection

Rider for long term care services; [1] Footnote; Contingent selection: This section will show currently available plans. We may offer additional plans in the future or limit the available plans.

Margin Note: May change if the company issued guidelines change.

#### Page 3, Section 7. Premium information

Complete non-qualified or qualified, not both: Will not print if qualified plans are not made available.

Qualified annuity: Bracketed to allow for terminology changes to the source of funds or to remove source of funds for which future product variations may not allow. Will not print if qualified plans are not made available.

#### 44933 TLCA Ap2 1108, Total Living Coverage Annuity Application for Insurance Part II

#### Page 1.

Service center address: Will insert the current address of the service center.

Send completed form to: Will insert the current mailing address.

#### 44933 TLCA OC 1108, Long Term Care Insurance Outline of Coverage

Page count: The page number will appear.

#### Page 1

The Company's service center address and telephone number(s) appearing on the forms are variable and may be changed as appropriate.

#### Page 6

The graphic and chart information appearing may be changed with regard to the sample information provided and the formatting, sizing, or color of the graphic and/or chart.

#### **GENWORTH TOTAL LIVING COVERAGE® ANNUITY**

#### Statement of Benefit Information / Contract Summary

For Single Premium Deferred Annuity Policy with Long Term Care Insurance

This product is a single premium deferred annuity policy (Form SPDAPLTC 1108\*) with coverage for qualified long term care (LTC) services provided by rider (Form SPDARLTC 1108\*). This summary should be accompanied by an outline of coverage that explains the terms of the LTC coverage.

Owner: [Bill Doe]
Annuitant: [John Doe]
Annuitant Gender/Age: [Male 35]

[Couples Discount on LTC Charges: [None]]

LTC Initial Coverage Maximum: [\$112,500.00] LTC Initial Monthly Maximum: [\$2,343.75]

#### **How Does It Work?**

- The single premium provides an annuity policy value. This value also funds a LTC coverage maximum benefit that is available if covered LTC is needed.
- The annuity policy value grows with interest. Monthly rider charges, reduced for any couples discount, cover the cost of LTC benefits. These charges are automatically deducted from the annuity policy value each month starting on the effective date.
- The LTC coverage maximum is available to pay for the following covered LTC expenses:
  - Home Care; Nursing Facility Confinement; Assisted Living Facility Confinement; Bed Reservation; Respite Care; and International Coverage (subject to monthly maximums)
  - Caregiver Training; Supportive Equipment; and Alternative Care (subject to benefit maximums)
  - Home Care includes Adult Day Care Services, Nurse and Therapist Services, Home Health Aide and Personal Care Services, Homemaker Services, Chore Services, and Hospice Care.
- A covered LTC withdrawal, if elected by the owner, reduces the annuity policy value and the LTC coverage maximum by the amount of the withdrawal. If the annuity policy value is reduced to zero, company dollars to the extent of any remaining LTC coverage maximum are then available.
- LTC coverage can continue until both the annuity policy value and LTC coverage maximum are reduced to zero.
- [[3]% compound inflation: The LTC coverage and monthly maximums are increased on each policy anniversary.]

Prepared By: [Theophilus Tanner of Total Concepts. Ltd.] [125 New Age Lane] [Lynchburg, VA 24501] [434-111-1111] License No. 123-456-789

\* or appropriate state edition

LTC Initial Monthly Charge (Excl. Inflation):[\$ 26.72] [LTC Initial Monthly Inflation Charge: [\$ 49.06]]

[\$75,000.00]

Single Premium:

#### Other Important Features:

- LTC coverage cannot begin until the coverage commencement date and thereafter is subject to a 90-day elimination period.
- The coverage commencement date is the later of 1/1/2010 or the effective date when the LTC Initial Coverage Maximum equals the single premium; and 1 year from the effective date when the initial Coverage Maximum is greater than the single premium.
- No-lapse guarantee: The LTC rider will not terminate if the annuity policy value is insufficient to cover the monthly rider charges.
- LTC rates are guaranteed for the 1st 5 policy years.
   Annuity interest rates are guaranteed for at least 1 year.
- LTC rates can change after the 1st 5 years, but can never be greater than their guaranteed maximums.
   Annuity interest rates cannot be less than the minimum guaranteed interest rate.
- There are no surrender charges for covered LTC withdrawals. Surrender charges may apply for other withdrawals.
- Monthly rider charges are waived during home and facility care, starting with the first covered LTC withdrawal.

**Genworth Life Insurance Company:** Service Center [3100 Albert Lankford Drive] [Lynchburg, Virginia 24501] [888-325-5433]

#### Total Living Coverage Annuity Illustrated and Guaranteed Values

**Illustrated Effective Annual Interest Rates:** 

**Guaranteed Effective Annual Interest Rates:** 

[4.00% all years]

[4.00% policy year 1] [3.00% policy years 2+]

Policy Year	Age	Illustrated Annuity Policy Value (\$)	Illustrated Annuity Policy Surrender Value (\$) *	Guaranteed Annuity Policy Value (\$)	Guaranteed Annuity Policy Surrender Value (\$) *	LTC Rider Coverage Maximum (\$)	LTC Rider Monthly Maximum (\$)
1	[36	77,079.29	72,208.74	77,079.29	72,208.74	Not Available<<	Not Available<<
2	37	79,260.52	74,251.84	78,490.71	73,535.92	Not Available<<	Not Available<<
3	38	81,548.68	76,395.10	79,957.08	74,909.52	124,031.52	2,583.99
4	39	83,948.96	79,401.31	81,480.53	77,071.44	130,233.12	2,713.19
5	40	86,466.92	82,563.32	83,063.27	79,317.51	136,744.80	2,848.85
6	41	89,108.28	85,889.82	84,494.59	81,447.06	143,581.92	2,991.29
7	42	91,879.11	89,390.06	85,774.54	83,454.79	150,760.80	3,140.85
8	43	94,785.76	94,785.76	87,110.05	87,110.05	158,298.72	3,297.89
9	44	97,834.89	97,834.89	88,503.58	88,503.58	166,213.44	3,462.78
10	45	101,033.46	101,033.46	89,957.63	89,957.63	174,524.16	3,635.92
[20	55	142,108.05	142,108.05	108,464.84	108,464.84	284,281.92	5,922.54
30	65	203,133.18	203,133.18	135,424.65	135,424.65	463,064.64	9,647.18
40	75	293,464.82	293,464.82	171,711.37	171,711.37	754,284.00	15,714.25
50	85	427,177.16	427,177.16	220,477.79	220,477.79	1,228,649.76	25,596.87
60	95	625,103.12	625,103.12	286,016.08	286,016.08	2,001,341.28	41,694.61]

<sup>\*</sup> This is a long-term policy and a loss may result if the policy is kept for only a few years. The annuity policy surrender value may be less than the single premium.

<< LTC benefits cannot be access before the Coverage Commencement Date. However, inflation benefits are calculated from policy issue.

The illustrated values shown are not guaranteed and assume the factors that may affect future performance, such as our illustrated interest rates and long term care charges, will remain unchanged for the years shown. This is not likely to occur and actual results may be more or less favorable. Future credits of interest and charges for long term care insurance can vary at the company's discretion, subject to state law in the state in which the policy is delivered.

All values shown assume that the single premium is received on the effective date, no changes are made to the policy other than as illustrated, and there are no withdrawals (including no withdrawals for covered LTC). LTC benefits shown are beginning-of-policy-year values. Other values shown are end-of-policy-year values. The annuity policy value includes the prior year-end annuity policy value increased by interest credited and decreased by monthly charges during the policy year. The annuity policy surrender value is the annuity policy value less any surrender charge, including any free withdrawal amount. For a life income with 10-year period certain, beginning at the annuitant's age 95, the guaranteed monthly income payment is [\$9.04] per \$1000 of annuity policy value. The illustrated income payment is at least as great as the guaranteed income payment and is not guaranteed. The LTC rider terminates if income payments are taken.

<sup>[\*\*</sup> Includes Inflation Protection increases.]

#### **Important Things You Should Know**

**Rider for Long Term Care Services** - This rider pays the owner for the annuitant's expenses incurred after the coverage commencement date for covered qualified LTC services (a 90-day elimination period applies). These payments reduce the annuity policy value and the LTC coverage maximum and continue until both amounts are reduced to zero. Actual LTC expenses may be greater than the LTC benefits provided under the rider.

**Coverage Commencement Date** - The coverage commencement date is the later of 1/1/2010 or the effective date when the LTC Initial Coverage Maximum equals the single premium; and 1 year from the effective date when the initial Coverage Maximum is greater than the single premium. LTC expenses incurred prior to this date are NOT covered under the rider.

**Elimination Period** - This is the number of days beginning on or after the coverage commencement date on which the annuitant must receive covered LTC before benefits are payable. Days used to satisfy it do not need to be consecutive and can be accumulated over time. The elimination period only needs to be satisfied once. The elimination period does not apply to the Home Care Benefits, but any days for which Home Care Benefits are payable will be used to satisfy the elimination period. Privileged Care Coordination Services do not have an elimination period, are not subject to the coverage commencement date, and are available any time the annuitant is chronically ill.

**LTC Monthly Maximum** – This is the maximum amount that is paid monthly for covered LTC expenses incurred under all of the following benefits combined: Home Care, Nursing Facility Confinement, Assisted Living Facility Confinement, Bed Reservation, Respite Care, and International Coverage.

#### Withdrawals & Surrenders -

- For covered LTC: There are no surrender charges for withdrawals due to covered LTC. The annuity policy value and LTC coverage maximum are reduced by the amount of the withdrawal. The LTC monthly maximum remains unchanged.
- For other withdrawals: An annual free withdrawal amount up to [10%] of the prior anniversary's annuity policy value (or the single premium in the first policy year) can be withdrawn without surrender charges in a policy year. Surrender charges may apply to withdrawals and surrender amounts in excess of any free withdrawal amount. The LTC coverage and monthly maximums are reduced in the same proportion as the withdrawal bears to the annuity value immediately before the withdrawal. These reductions may be significantly larger than the amount of the withdrawal and the owner should carefully consider whether a withdrawal is appropriate. The annuity value is reduced by the amount of the withdrawal.

Policy Year	[1-3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[\$500] minimum withdrawal
Surrender Charge	[7%]	[6%]	[5%]	[4%]	[3%]	[2%]	[1%]	[0%]	[\$25,000] must remain after withdrawal

**Death Benefit** – This is the annuity policy value, or, if greater, the single premium reduced by any withdrawals (including withdrawals for covered LTC).

**Termination of Rider -** The rider continues until (a) the LTC coverage maximum and annuity policy value have been reduced to zero, (b) an owner surrenders the policy or elects an income benefit, (c) benefits under the annuity policy are exercised, (d) an owner interest is transferred except due to divorce or legal separation, (e) the annuitant dies, or (f) when a death benefit payment choice is made due to an owner's death. An owner must make sure that the beneficiary understands that payment of benefits for covered LTC can continue after the owner's death until the first death benefit payment choice is made. An owner must also make sure that the annuitant understands that LTC coverage and claim payments end when the first death benefit payment choice is made.

#### **Tax Information**

Distributions of income from the annuity, at death or otherwise, are taxable as ordinary income and may be subject to a 10% federal penalty tax before the owner reaches age 59 ½ unless an exception applies. Annuity policy value generally grows on a tax-deferred basis until withdrawn or the policy terminates. Withdrawals to pay qualified long term care benefits are income-tax free, and charges for these benefits are not subject to federal income tax. The charges may affect the taxable amount of annuity distributions.

The company has provided this statement/summary to help the owner understand the ideas discussed. Any examples are hypothetical and are used only to help the owner understand the concepts of the policy. This statement/summary is not part of the policy, and the owner should read the policy carefully. The company is not offering legal or tax advice. Tax laws and IRS administrative positions may change. The owner should consult an independent tax or legal professional for advice based on the owner's particular circumstances.

#### Applicant Acknowledgement

By signing below, I certify I have received a copy of this statement/summary and understand that any non-guaranteed elements of the policy I am applying for are subject to change and may result in annuity policy values and benefits which are higher or lower than those shown in this statement/summary. The insurance producer/broker/agent told me these elements are not guaranteed.

elements are not guaranteed.	ni/summary. The insurance producer/broker/agent told me these
Date:	
	Signature of Applicant(s)/Owner(s)
·	nted to the applicant and that I have explained that any non-guaranteed ade no statements that are inconsistent with the statement/summary.
Date:	Signature of Insurance Producer/Broker/Agent

SERFF Tracking Number: GEFA-126023303 State: Arkansas
Filing Company: Genworth Life Insurance Company State Tracking Number: 41477

Company Tracking Number: SPDAPLTC 1108

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: TLCA #2 (SPDAPLTC 1108, SPDARLTC 1108, 44933 TLCA Ap1 FW24 1108, 44933 TLCA Ap2 FW 1108, 44933 TLCA OC 1108,

44933 TLCA Suit 1108, 44933 TLCA Rate D 1108)

Project Name/Number: TLCA #2/SPDAPLTC 1108, ET AL

#### **Superseded Attachments**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Total Living Coverage Annuity Application for Insurance Part I	02/05/2009	44933TLCAAp11 108_110108_stat efile.pdf
No original date	Form	Total Living Coverage Annuity Application for Insurance Part II	02/05/2009	44933TLCAAp21 108_110108_stat efile.pdf



Genworth Life
Attn: TLCA New Business
3100 Albert Lankford Drive
Lynchburg, VA 24501

# Total Living Coverage Annuity application for insurance, part I

from Genworth Life Insurance Company

Page **1** of 8

Please print all answers clearly.

Send completed form to: 3100 Albert Lankford Drive Lynchburg, VA 24501

#### 1. Insurability profile of Proposed Annuitant

i. insurability profile of r roposi	ca Aimaitairt						
Genworth Life Insurance Company is referred to as "we," "us," or "the Company" in this application.	in a nursing h	a. Is the Proposed Annuitant receiving home health care services, adult day care services or residing in a nursing home, an assisted living facility, any other long term care facility, or been advised by a licensed health care professional to receive such services or to enter such a facility?					
	○ Yes	○ No					
⚠ If "Yes" is answered to	hospital bed,				ed scooter, stair lift, ner person: moving in/out		
any question in this section,	○ Yes	○ No					
STOP. The Proposed Annuitant is not eligible for this coverage.	Alzheimer's D	isease, Dementia, Fre		ory Loss, Diabetes	under Treatment With		
A different application must be submitted for an annuity without	Insulin, Stroke, Parkinson's Disease, ALS (Lou Gehrig's Disease), Huntington's Chorea, Multiple Sclerosis or Muscular Dystrophy?						
long term care coverage.	○ Yes	○ No					
2. Owner information							
If Corporation/Partnership, complete Business Owner Supplement Information form.	Owner type So Ondividual Other Descrip	$\bigcirc$ Corporation	O Partnership	○ Trust			
If Trust, also complete	Owner name Fin	rst, M.I., Last		Trustee name			
Certification of Trustee Powers form.	Birth/trust date	mm/dd/yyyy	Social Security/Ta	ax ID Number			
	Relationship to F	Proposed Annuitant					
	Address						
	City			State •	Zip		
	Owner e-mail ac	ldress					
Provide telephone numbers and indicate preferred number.	O Home phone		○ Work phone •		Cell phone		
	If Owner type above is an individual, complete citizenship information below.						
	Yes	Jnited States citizen? ○ No	State/country of b	oirth			
	If "No" to the o ○ Yes	<b>question above,</b> doe: ○ No	s the Owner have a Per If "Yes," enter Per •				
			If "No," enter Ow	ner Visa number			

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#### 3. Joint Owner information

If Corporation/Partnership/	Joint Owner name First, M.I., Last						
Trust, skip to section 4.	Birth/trust date m	m/dd/yyyy		Social Security	Number		
	Address			Relationship to I	Relationship to Proposed Annuitant		
	City			State	Zip		
	Owner e-mail addro	ess					
Provide telephone numbers and indicate preferred number.	O Home phone		○ Work phone		Cell phone		
	Citizenship Is the Joint Owner a United States citizen?						
	○ Yes ○ No State/country of birth						
	If "No" to the que ○ Yes	estion above, does the		e a Permanent Resic rmanent Resident C			
			If "No," enter Joint Owner Visa number •				
4. Proposed Annuitant informa							
	First name		Middle initial	Last name			
	Birth date mm/dd/		Social Security No •		○ Male ○ Female		
	Driver's license nur	nber		Driver's license	state		
	- Address						
	City			State •	Zip •		
Provide telephone numbers and indicate preferred number.	O Home phone		○ Work phone	•	•		
	O Home phone		·	•	•		
	O Home phone		·	•	•		
	Home phone Cell phone Marital status S Divorced Citizenship	elect one	Enter preferred tire Single Widowed	• me to call here <i>Use</i>	a.m./p.m.		
Provide telephone numbers and indicate preferred number.  If <b>not</b> a citizen and do not have a Permanent Resident Card, complete a Resident Alien Supplement.	Home phone Cell phone Marital status S Divorced Citizenship Is the Proposed An Yes	elect one Separated  Summariant a United States	Enter preferred tire Single Widowed Scitizen? State/country of be	• me to call here <i>Use</i>	e a.m. / p.m.  [ ○ Civil union ]  nt Resident Card?		

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5. Couples discount						
If "Other" selected, complete	a. With whom does the Propos	sed Annuitant live?				
the appropriate Couples form to	○ Live alone ○ With s	spouse Other				
determine eligibility for discount.	<b>b.</b> Does the Proposed Annuitant's spouse or other household member have long term care benefits in-force or applied for with Genworth Life?					
All discount forms, (i.e. Couples	○ Yes ○ No					
form(s), application forms for a	If "Yes" to the question abo	ve, enter spouse/other h				
spouse/other as applicable) need to	Name First, M.I., Last		Policy/contract number			
be completed and submitted at time of application to determine total	• Birth date <i>mm/dd/yyyy</i>		Social Security Number			
discounts.	•		•			
6. Benefits selection Available op	tions for issue ages through 79 un	nless stated otherwise				
The number of months is used	Single premium					
to calculate monthly maximum	\$					
amounts. Payments for long	Diday fay lang tages					
term care may last longer or	Rider for long term care ser a. ○ 24 months with 1X Single		ound Inflation [1]			
shorter than the period selected.		premium with 5 /0 comp				
[1 This benefit option available	b. Without inflation		Contingent selection			
through age 85.]	○ 48 months with 2X Singl		F 1 12 12 12 12 12 12 12 12 12 12 12 12 1			
	<ul><li>72 months with 2X Singl</li><li>72 months with 3X Singl</li></ul>		for the 24-month rider			
	c. With inflation	o promium [ ]	○ Yes ○ No			
	○ 48 months with 1.5X Single	gle premium [1]	(No contract will be issued)			
	○ 72 months with 1.5X Single premium [¹]					
	○ 72 months with 2X Single premium [¹]					
	Optional Inflation Protection benefit  ○ 3% Compound ○ 5% Compound					
7. Premium information Make ch						
	Complete non-qualified or qu					
Non-qualified annuity	Source of funds Indicate all	, , ,				
Indicate all sources that apply.	○ 1035 exchange	·	rket account/certificate of deposit/mutual fund			
	<ul> <li>Cash with application</li> </ul>	○ Other				
Qualified annuity	Type of contract desired $S$	Select one				
	○ IRA					
	○ Roth IRA					
	Other qualified plan					
	Source of funds Indicate all that apply					
	○ Transfer by owner	<ul> <li>Transfer by</li> </ul>	owner's beneficiary			
	○ Customer rollover	<ul><li>Conversion</li></ul>	n/reconversion			
	O Direct rollover from					
	○ 401(a) ○ 401(k)	○ TSA/403(b)	○ Gov't 457 plan ○ Other			

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#### 8. Beneficiary information

If any owner listed in section 2 dies, any surviving owner will be the designated beneficiary of the policy irrespective of the listed beneficiary(ies) or any irrevocable beneficiary(ies).

If more than one primary beneficiary is named, the death benefit will be paid in equal shares to surviving beneficiaries unless requested otherwise. If no primary beneficiary survives and more than one contingent beneficiary is named, any death benefit they receive will be paid in equal shares unless requested otherwise.

If any beneficiary is not a U.S. citizen, attach IRS W-9 form; if non-resident alien, attach appropriate W-8 series form instead.

Additional beneficiary space is available in section 11, "Remarks."

○ Individual	<b>Try type</b> Select one ○ Corporation		○ Trust				
○ Other <i>Describe</i> Primary beneficiary	/trust name		Trustee name				
	m/dd/yyyy	Social Security/Ta	• ux ID Number				
	ner						
•				······			
City •			State •	Zip •			
Beneficiary share 0 100%	O 50%	○ 25%	○ Equally	Other	%		
Beneficiary Selec		○ Primary	○ Contingent				
	Corporation		○ Trust				
Beneficiary/trust na			Relationship to Owner				
Birth/trust date <i>mr</i>	n/dd/yyyy	Social Security/Tax ID Number					
Address <i>If differen</i>	t from Proposed Annu	itant					
· City ·			State •	Zip •			
Beneficiary share 0 100%	○ 50%	○ 25%	○ Equally	Other	%		
Beneficiary Selec		○ Primary	○ Contingent				
Beneficiary type <i>Se</i> ○ Individual ○ Other <i>Describe</i>	Corporation	○ Partnership	○ Trust				
Beneficiary/trust na	ame	Trustee name	Relationship to Ov	Relationship to Owner			
Birth/trust date <i>mr</i>	m/dd/yyyy	Social Security/Tax ID Number					
Address <i>If differen</i>	t from Proposed Annu	itant					
· City ·			State •	Zip •			
Beneficiary share 0 100%	○ 50%	○ 25%	○ Equally	○ Other	%		

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#### 9. Restricted beneficiary payout designation (skip to section 10 if not applicable)

Restricted beneficiary payout designation only available when the Annuitant is the ONLY owner of the policy.

The contract owner is referred to as "you" and "your" in this request.

- Unless you restrict the payout option for a beneficiary in this section, the beneficiary may elect any distribution option provided in your contract at the time of claim
- A beneficiary with a restricted payout will not be permitted to change the option you select
- You may restrict any beneficiary
- The restricted payout selection will only be valid if the beneficiary is designated correctly in section 8 of this form
- In some cases, a trust may be a better vehicle for estate planning. Please consult with your tax advisor or financial consultant to determine if restricting the beneficiary's payout option is right for your objectives.

#### **Restricted payout options**

You have the option to restrict the payout option for any beneficiary as you designate below. The beneficiary will not be permitted to change the option you select.

If you do not select a restricted payout option, the beneficiary may elect a distribution option for death proceeds, as provided in the contract.

#### Life with certain period

This option guarantees periodic monthly payments for the lifetime of the payee with a minimum guaranteed period. If the payee lives longer than the minimum period, payments will continue for life. The beneficiary cannot accelerate, commute or redeem payments.

Income for a fixed period

This option provides for periodic payments to be made for a fixed period no longer than 30 years. If selected as a restricted payout option, the beneficiary cannot accelerate, commute or redeem payments.

#### Stretch payout

By selecting this as a restricted payout option, you are specifying that the death benefit or surrender value proceeds will be distributed in minimum annual lifetime payments based on the beneficiary's life expectancy. The beneficiary may not withdraw funds above the minimum annual payment amount or surrender the remaining contract value.

Stretch payout with temporary restrictions

This is the stretch payout, described above, that limits annual payments until a specified date to:

1) stretch payout; or 2) the greater of stretch payout or the amount specified.

# Restricted payout selection(s)

\* When the restriction ends, the beneficiary will continue to receive the minimum annual payment, but may withdraw all or a portion of the

remaining Contract Value.

If more restricted beneficiary payout designations are desired, complete the additional designations in section 11, "Remarks."

#### Beneficiary to whom restriction applies

0, 15, or 20 years
not to exceed 30 years
* mm/dd/yyyy
annual payments, restricted until

#### Beneficiary to whom restriction applies

# Restricted payout options Select one Life with certain period Indicate certain period: 5, 10, 15, or 20 years Income for a fixed period Indicate number of years, not to exceed 30 years Stretch payout Stretch payout restricted until \*mm/dd/yyyy The greater of stretch payout or \$ annual payments, restricted until \*mm/dd/yyyy

#### **Declaration**

By signing this application in section 15:

- You designate the beneficiary and restricted payout selections as indicated in this document
- Confirm you have read and understand all of the restricted payout options and selections made
- You understand that distributions will continue until the account is fully depleted
- For nonqualified contracts, you acknowledge that the Internal Revenue Code requires that life expectancy payments to a non-spouse beneficiary must begin within 12 months of the date of death, or the entire death benefit must be distributed within 5 years of the date of death
- You understand that we will pay the entire death benefit within the required 5 year period based
  on the original date of death if we are not given due proof of death in sufficient time to begin life
  expectancy payments within the required period

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#### 10. Existing insurance/replacement

If "Yes" to questions "a," "c," or	<b>a.</b> Are there existing life insurance or annuity contracts, including those with benefits for long term care, in-force on the life of the Proposed Annuitant? If "Yes," provide details in "e" below.						
"d," complete (sign and date) and submit all necessary life / annuity	Yes	○ No	seu Amilaitant: 11	res, provide details iii	e below.		
and long term care replacement forms.	<ul> <li>b. Are there existing accident and sickness or long term care insurance contracts (including health care service contracts and health care maintenance organization contracts) in-force for the Proposed Annuitant? If "Yes," provide details in "e" below.</li> <li>Yes</li> <li>No</li> </ul>						
			d or change with r	esnect to the Pronosec	l Δnnuitant anv		
	<ul> <li>c. Does the Owner intend to replace, end or change, with respect to the Proposed Annuitant, any life insurance or annuity contracts (including those with benefits for long term care) with this policy?</li> <li>○ Yes</li> <li>○ No</li> </ul>						
	term care, medic	cal or health insurance	d or change with re e coverage with th	espect to the Proposed is policy?	Annuitant, any long		
	○ Yes	○ No					
Please list all existing life insurance, annuities, and long	e. Company name	e		Policy/contract nu	ımber		
term care policies on the Proposed Annuitant.	Туре	Contract amount	Issue year	Replacing	LTC benefit		
Troposed Timulanti		\$	я	○ Yes ○ No	○ Yes ○ No		
Remember, a long term care replacement form is required	Company name			Policy/contract number •			
if replacing any life or annuity coverage that includes benefits for	Type		•	Replacing			
long term care.		\$	•		○ Yes ○ No		
O	Company name Policy/contract number						
	Type	Contract amount	Issue year	Replacing	LTC benefit		
		\$		• •	○ Yes ○ No		
	Company name			Policy/contract nu			
	Туре	Contract amount	Issue year	Replacing	LTC benefit		
		\$		○ Yes ○ No	○ Yes ○ No		
	Company name			Policy/contract nu	ımber		
	Туре	Contract amount	Issue year	Replacing	LTC benefit		
		\$		○ Yes ○ No	○ Yes ○ No		
	f. Has there been a that accelerates months? If "Yes,	benefits for long term	re insurance cover n care in-force on t	age or life insurance or he Proposed Annuitant	annuity contract in the past 12		
	Company name				ed, when did it lapse?		
	Company name				ed, when did it lapse?		
	n le the Proposed	Annuitant covered by	Madicaid (not Mo	dicare)?			
	Yes	O No	ועוסטוניםוט (ווטנ ועופי	uivai 67:			

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11	. R	em	arl	ks
----	-----	----	-----	----

If beneficiaries are needed beyond those listed in section 8, or restricted beneficiary payout designations in section 9, please	
provide full details here.	

#### 12. Representations and agreement

#### **Rejection of the 5% Compound Optional Inflation Benefit:**

Check below if the 5% Compound option was not selected in section 6.

O I, the Owner, have reviewed the Outline of Coverage and the graphs or charts that compare the benefits and premiums of the long term care coverage with and without inflation protection. Specifically, I have reviewed plans offering compound and no increases, and I reject the 5% Compound option.

#### **Proposed Annuitant and Owner Agreement**

By signing on the next page, I, the Proposed Annuitant and Owner (if different), agree that this application for insurance, and any amendment(s) and supplement(s) to the application that are attached to any policy delivered to the Owner will be referred to herein as the "Application."

I further represent, understand, and agree that:

- All statements in this Application are true, complete, and correctly recorded to the best of my knowledge and belief
- I will notify the insurer in writing prior to policy delivery if any statement or answer given in any part of this Application changes prior to delivery
- The insurance being applied for is suitable for the Owner's insurance needs and financial objectives
- Insurance is not being applied for as part of a plan or arrangement to transfer the policy to another party
- Only the Insurer's President, Secretary or Vice-President may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of Application, receipt or policy
- The initial premium will be set forth on the policy's schedule pages, and payment of premiums will be subject to the terms and conditions of the policy
- I, the Owner, have received the Notice to Proposed Annuitant and Owner, Consumer Privacy Notice, Outline of Coverage, Long Term Care Insurance Potential Rate Increase Disclosure Form, applicable Shoppers or Buyers Guide and the Rider for Long Term Care Services Disclosure Notice

#### 13. Telephone Interview Authorization

I, the Proposed Annuitant, understand that I may be contacted by a representative of the Company to complete Annuity-LTC application Part 2 and to verify my health history and condition(s). The decision to issue the annuity policy and LTC rider is based on any of my responses obtained during this telephone interview. By signing this application, I agree to respond honestly and complete any interview to the best of my ability and that final authorization may be requested during the telephone interview.

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#### 14. Authorization to collect and disclose information

The Genworth Life Insurance Company on page 1 of this document is referred to as "we," "us," and "our" on this page.

The Proposed Annuitant is referred to as "you" and "your" on this page.

This Authorization complies with the HIPAA Privacy Act. Our reinsurers, the medical information bureau known as MIB Inc. (MIB), consumer-reporting agencies, and all authorized representatives of these parties and we may collect Information regarding your application for insurance. The Information collected may only be disclosed as allowed or required by law to the following: other insurers to which you have applied or may apply; reinsurers; MIB; or persons who perform business, professional, or insurance tasks for them.

MIB and consumer-reporting agencies may disclose Information only as set forth in an agreement with a member company or organization. Certain laws may pertain to some kinds of Information and may further restrict disclosure of that Information. Our reinsurers and we will use the Information to evaluate the requested policy change.

**Definition of terms.** Information means facts about the Proposed Annuitant. It includes facts about the following topics: mental and physical health, including facts about communicable diseases such as HIV infection, AIDS, tuberculosis, and sexually transmitted diseases; prescription drug database; other insurance coverage; hazardous activities; character; general reputation; mode of living; finances; vocation; and other personal traits. It does not include facts about sexual orientation.

Source means medical physicians; chiropractors; physical therapists; psychologists; drug, alcohol, or mental health counselors; hospitals; clinics; drug or alcohol treatment or consultation facilities; nursing homes; mental health facilities; ambulatory care centers; facilities or offices staffed or run by care providers; medical prescription drug database; insurers; reinsurers; MIB, consumer reporting agencies; financial sources; employers; the Social Security Administration; neighbors; friends; and relatives.

#### 15. Signature

A fiduciary or representative must sign in capacity or with title and provide documentation of authority. By signing below, the Owner and Proposed Annuitant agree to the representations made in this application, and the Proposed Annuitant agrees to:

- Authorize each Source to give Information when this authorization is presented
- Accept that a copy of this authorization is as valid as the original
- Understand that he/she may revoke this authorization by sending us written notice
- Understand that he/she may request a copy of this authorization

State where application signed

- Acknowledge that failing to sign, changing or revoking this authorization may delay or prevent processing of the application and may result in the application being denied
- Understand that this authorization is valid for thirty months from the date of signing

Caution: If the answers on this application are incorrect or untrue, Genworth Life Insurance Company has the right to deny benefits or rescind the policy.

Proposed Annuitant signature

X
Printed name of Proposed Annuitant

Owner signature Include title if officer of firm or corporation

X
Printed name of Owner

Licensed insurance producer signature

X
Licensed insurance producer name printed

Licensed insurance producer name printed

Signature of Owner is required if different from Proposed Annuitant.



Genworth Life Attn: TLCA New Business 3100 Albert Lankford Drive Lynchburg, VA 24501

# Total Living Coverage Annuity application for insurance, part II

from Genworth Life Insurance Company

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Please print all answers clearly.

Send completed form to: 3100 Albert Lankford Drive Lynchburg, VA 24501

1. Proposed Annuitan	<b>a.</b> First nam	16	Middle initial	Last name	
		<b>b.</b> Birth date <i>mm/dd/yyyy</i>		•	
2. Proposed Annuita					
2. Proposed Amiluitai	<b>a.</b> Height	1	Weight		
	• ft	in	• pounds	;	
		Proposed Annuitant had onal as having any of the	, been treated for, or bee following:	n diagnosed by a h	ealth care
	or freque	r's Disease, dementia, s nt or persistent forgetfu		11. Muscular D ○ Yes	ystrophy
	memory I ○ Yes	OSS O No		12. Organ trans	splant, other than corne
				○ Yes	○ No
	Z. Diabetes Insulin	under treatment with		13. Cystic Fibro	
	○ Yes	○ No		○ Yes	○ No
	3. Diabetes	3. Diabetes with a history of Transic Ischemic Attack (TIA), heart disecrirculatory/vascular disease (inclucarotid artery disease)			nia or other forms of
	Ischemic			psychosis	○ No
					upus, Scleroderma
	○ Yes			or Crest Sy	
		with a history of kidney	disease	○ Yes	○ No
	○ Yes		uiscusc	16. Chronic ren	al failure
			ngia	○ Yes	○ No
		<ol><li>Paralysis, paraplegia or quadriple (excluding Bell's Palsy)</li></ol>		17. Parkinson's	Disease
	○Yes	○ No		○ Yes	○ No
		ma or other lung disorde	r	18. Stroke	
	· -	the use of oxygen		○ Yes	○ No
	○ Yes	○ No	o loot F	19. ALS (Lou G	ehrig's Disease)
	7. Bone mar years	row transplant within th	le last 5	○ Yes	○ No
	○ Yes	○ No		20. Multiple So	
	8. Transient	8. Transient Ischemic Attack (TIA), when the past 5 years or more than one		○ Yes	○ No
				21. Huntington	
	○ Yes	$\bigcirc$ No		○ Yes	○ No
	9. Down's S	9. Down's Syndrome		22. Myasthenia	
	○Yes	○ No		○ Yes	○ No
	10. Cirrhosis of the liver				
	○Yes	$\bigcirc$ No			

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#### 2. Proposed Annuitant health information Continued

<b>c.</b> Does the Propose performing any o	ed Annuitant currently require assistance of f the following:	or supervision by anotl	ner person in
Assistance or supervin or out of a bed or	vision with moving chair	Toileting ○ Yes	○ No
○ Yes Bathing	○ No	Bowel or bladder co ○ Yes	ntrol No
○ Yes  Dressing	○ No	Walking ○ Yes	○ No
○ Yes	○ No	Taking medications	
Eating  O Yes	○ No	○ Yes	○ No
<b>d.</b> Does the Propose	ed Annuitant currently use or been advised	by a health care profe Care in a nursing ho	
O Yes	○ No	living facility, or any	
Adult day care service Yes	ces O No	care facility Yes	○ No
e. Does the Propose of the following:	ed Annuitant currently use or been advised	by a health care profe	essional to use any
Walker ○ Yes	○ No	Oxygen ○ Yes	○ No
Wheelchair ○ Yes	○ No	Respirator ○ Yes	○ No
Quad Cane ○ Yes	○ No	Hospital Bed ○ Yes	○ No
Motorized Scooter O Yes	○ No	Kidney Dialysis ○ Yes	○ No
having Rheumato	Annuitant been treated for, or been diagno id Arthritis, Osteoarthritis, Fibromyalgia, Po isorder which currently:		
Causes functional lin	· · · · · · · · · · · · · · · · · · ·	Requires the daily us medication	se of narcotic
Requires the use of a (i.e. cane, walker)	assistive device	○ Yes	○ No
○ Yes	○ No		
	onths, has the Proposed Annuitant had angi scular surgery or heart valve repair or repla		iss surgery, carotid
○ Yes	○ No		
	onths, has the Proposed Annuitant been trea as having congestive heart failure?	ated for, or been diagn	losed by a health
○ Yes	○ No		
i. In the past 12 mo having had a hea	onths, has the Proposed Annuitant been dia rt attack?	gnosed by a health ca	re professional as
○Yes	○ No		

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#### 2. Proposed Annuitant health information Continued

j. In the	e past 2 year	rs, has the Proposed A	nnuitant			
Had a se	eizure or con	vulsion?				
$\bigcirc$ Yes		○ No				
Been ho O Yes	spitalized fo	r depression or bi-pola No	r disorder?			
		rs, has the Proposed A any of the following?	nnuitant been treated	for or been diagnosed by a health care		
Leukemi Yes	Hodgkin's Disease or Lymphoma			Cancer, other than basal or Squamous cancer of the skin  Yes  No		
Hodgkin ○ Yes				Alcohol or drug dependency  Yes  No		
profe		aving cancer of the bo		for, or been diagnosed by a health care pancreas, stomach, liver, esophagus or		
○ Yes		○ No				
been Synd		liagnosed by a health o?		(Human Immunodeficiency Virus) or naving Acquired Immune Deficiency		
○ Yes		○ No				
○ Yes If "Yes"	please provi	○ No		alized for two or more consecutive days?  Reason for hospital stay?  •		
Current	status of co	ndition which caused t	the hospital stay?			
o. In the past 12 months, has the Proposed Annuitant been advised by a health care professional to have any diagnostic test, other than an AIDS related test, medical evaluation or surgery that has not yet been completed?						
○ Yes	' provide deta	○ No				
-	e past 2 year	rs, has the Proposed A	nnuitant had multiple	falls?		
	please provi	○ No de details:	0 ((    0			
Number	of falls?		Causes of falls?			
D:-I		· · · · · · · · · · · · · · · · ·	•			
O Yes	or these rain	s cause a fracture?				
	e nast 3 vear		nnuitant applied for a	ny long term care policy/rider that was		
decli		c,ac a opecca	атапт арриоа тог а	.,,		
O Yes Reason	for decline, i	○ No f known?	Current status of cor	ndition leading to decline?		
		rs, has the Proposed A as having non-insulin		eated for, or been diagnosed by a health		
○ Yes	•	○ No	•			

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#### 3. Representations

I/We represent that the statements and answers given in this application are true, complete, and correctly recorded to the best of my/our knowledge and belief and that the insurance being applied for is suitable for the Owner's insurance needs.

I/We agree that: 1) this application will be part of the policy for which I/we apply; 2) I/We will notify the Insurer if any statements or answers given in the Application change prior to policy delivery; and 3) a verbal confirmation may be requested for this application during a telephone interview and this verbal confirmation is as valid as your written signature.

Caution: If your answers on this application are incorrect or untrue, Genworth Life Insurance Company has the right to deny benefits or rescind the policy.

Proposed Annuitant signature	Date of signature
X Proposed Annuitant name <i>Printed</i>	
•	
Licensed insurance producer or Examiner signature	Date of signature
X	
Licensed insurance producer or Examiner name Printed	
•	